

Exhibit P-9

TARA PERETTO vs THE CERRINGTON FIRM
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1

UNITED STATED DISTRICT COURT

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FOR THE DISTRICT OF UTAH CENTRAL DIVISION

3

— — —

CERTIFIED COPY

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TARA PERETTO,)

)

5

Plaintiff,)

)

6

vs.)

)

7

THE CERRINGTON FIRM, et al.,)

)

8

Defendants.)

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DEPOSITION OF

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LACY CERRINGTON

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JD LEGAL SUPPORT

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LEHI, UTAH

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JANUARY 30, 2025

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1	APPEARANCES OF COUNSEL:		1	INDEX OF EXHIBITS (Cont.)	
2	FOR PLAINTIFF:		2	EXHIBIT	PAGE
3	Eric Stephenson		2	No. 12	Email With Attached Status Update From
4	STEPHENSON LAW FIRM		3		Erickson to Kerby
5	250 North Redcliffs Drive, 4B #254		4	No. 13	Email With Attached Status Update From
6	St. George, Utah 84790		5		Erickson to Kerby
7	801.386.5200		6	No. 14	Email With Attached Status Update From
8	Ericstephenson@utahjustice.com		7		Erickson to Kerby
9	FOR FOR DEFENDANTS:		8	No. 15	Email With Attached Status Update From
10	Ronald F. Price		9		Erickson to Kerby
11	PRICE PARKINSON & KERR		10	No. 16	Email With Attached Status Update From
12	5742 West Harold Gatty Drive		11		Erickson to Kerby
13	Salt Lake City, Utah 84116		12	No. 17	CUBS System Notes (Cherrington00151)
14	801.530.2964		13		Constables Notes - 210653 Tara Peretto
15	Ronprice@ppktrial.com		14	No. 18	(CONSTABLES000088)
16			15		
17			16		
18			17		
19			18		
20			19		
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22			21		
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1	LACEY CERRINGTON, WITNESS	PAGE	1	LEHI, UTAH, THURSDAY, JANUARY 30, 2025, 10:10 A.M.	
2	INDEX OF EXAMINATION		2	---	
3	Examination by Mr. Stephenson	5	3	LACEY CERRINGTON,	
4	Witness Instructed Not To Answer	6	4	having been first duly sworn, testified as follows:	
5	Witness Instructed Not To Answer	39	5	EXAMINATION	
6	Examination by Mr. Price	205	6	BY MR. STEPHENSON:	
7	Reporter's Certificate	207	7	Q. Will you state your name for the record.	
8	INDEX OF EXHIBITS		8	A. Lacey Cherrington.	
9	EXHIBIT NO.	PAGE	9	Q. And the company you work for.	
10	No. 1 Writ of Execution Re Peretto	98	10	A. The Cherrington Firm.	
11	No. 2 Constable's Proof of Service	110	11	Q. And your title at that company.	
	(CONSTABLES000086)		12	A. I'm the president.	
12	No. 3 Writ of Execution Cost Tally	111	13	Q. And you own the company?	
13			14	A. I do.	
14	No. 4 Constable's Office Payor's Receipt For	115	15	Q. Does anyone own it with you?	
15	Payment		16	A. Nobody else but me.	
16	No. 5 Utah County Constable's Office	117	17	Q. What did you do to prepare for today's	
17	Correspondence		18	deposition?	
18	No. 6 Utah County Constable's Office	118	19	A. I looked through a lot of documents, talked	
19	Correspondence		20	to my attorney.	
20	No. 7 Utah County Constable's Office	120	21	Q. Do you remember what documents you looked at?	
21	Correspondence		22	A. I looked at --	
22	No. 8 Utah County Constable's Office	122	23	MR. PRICE: I'm going to -- first off, I want to	
23	Correspondence		24	make sure that the witness doesn't disclose any work	
24	No. 9 Utah County Constable's Office	129	25	product or attorney-client information, so I'll counsel	
25	Correspondence				
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	Erickson to Kerby (CONFIDENTIAL)				

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1	you to limit your answer to yes or no as to whether you	1	A. Well, I reviewed some documents yesterday and
2	remember what you looked at. That's the question.	2	you sued me on this case.
3	Don't -- I don't want you to disclose the details of	3	Q. Okay. So the documents you reviewed
4	what documents you looked at since that's privileged.	4	yesterday did refresh your recollection of the events?
5	THE WITNESS: Okay. I looked at a lot of	5	A. No, I wouldn't say refresh my recollection.
6	documents.	6	I reviewed a lot of documents.
7	Q. (BY MR. STEPHENSON) Okay. And what documents	7	Q. Okay. So are you testifying that you
8	did you look at?	8	remembered my client and her case before you read those
9	MR. PRICE: Objection; calls for a disclosure of	9	documents yesterday?
10	work product and instruct the witness not to answer.	10	A. Yes.
11	Q. (BY MR. STEPHENSON) Are you refusing to	11	Q. Okay. And you met with your attorney to
12	answer the question?	12	prepare?
13	A. Yeah.	13	A. Yes.
14	Q. Did those documents refresh your recollection	14	Q. How long did you meet with him?
15	of the case?	15	A. I don't remember.
16	A. I wouldn't say refresh my recollection. I	16	Q. Was it yesterday?
17	looked through a lot of documents.	17	A. Yes.
18	Q. What was the purpose of looking through the	18	Q. Can you give me a ballpark of how long it
19	documents?	19	was?
20	A. To prepare for today's testimony.	20	A. 30 minutes yesterday.
21	Q. Okay. And was it to prepare by refreshing	21	Q. Was anyone else there?
22	your memory of the events?	22	A. No.
23	A. It was to prepare for the questions today.	23	Q. How long have you been with the company?
24	Q. Okay. Was any part of that to refresh your	24	A. Since its exception in 2014.
25	memory?	25	Q. And you've been the owner since then?
Page 7		Page 9	
1	MR. PRICE: Objection; asked and answered.	1	A. Correct.
2	Q. (BY MR. STEPHENSON) Okay. Well, then I'll do	2	Q. So I have a couple of pages of questions and
3	this. Objection to your answer, it was nonresponsive.	3	your answer -- you can actually short cut that if you
4	Did you -- was part of your preparation of	4	want.
5	reading those documents meant because you needed to	5	A. Okay.
6	refresh your recollection of the events?	6	Q. I'm going to ask you first is Cherrington Law
7	A. No.	7	Firm a debt collector under the FDCPA?
8	Q. Okay. So you remember -- how many cases do	8	A. I believe so, yes.
9	you handle in a year?	9	Q. Okay.
10	A. In a year? Oh, we prepare about 250 a month.	10	A. That will help speed up your questions.
11	Q. And this case was filed, excuse me, not this	11	Q. That will eliminate many questions. Thank
12	case, the case against Tara Peretto. You filed that	12	you.
13	when?	13	I will ask some of them, but thank you,
14	A. I think it was 2021. I don't remember.	14	because that does help a lot. I appreciate your
15	Q. Okay. And so if we do 250 monthly from 2021,	15	cooperation.
16	that's a couple thousand cases since you file the case	16	Does your firm do anything other than
17	against my client?	17	collecting consumer debts to generate revenue?
18	A. Mm-hm.	18	A. We don't do anything but collections.
19	Q. Is that a yes?	19	Q. And those are -- are they consumer debts or
20	A. Yes.	20	business also?
21	Q. And you remember my client then out of all	21	A. Business also.
22	those clients?	22	Q. Okay. Do you know the percentage?
23	A. Yes.	23	A. I don't.
24	Q. And why do you remember my client's case	24	Q. Is it mostly consumer?
25	specifically?	25	A. The majority, yes.

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1	Q. And when you collect debts from consumers, do	1	Q. Police, sheriffs, anything like that?
2	you use the mail?	2	A. Nope.
3	A. Yes.	3	Q. And you take payments from consumers?
4	Q. Do you use the telephone?	4	A. Yes.
5	A. Yes.	5	Q. You take payment -- or excuse me again. Your
6	Q. Do you use email?	6	firm takes payments from consumers by mail, telephone,
7	A. We're starting to.	7	electronic, or through your website?
8	Q. Fax?	8	A. Mail, yes. Telephone, yes. Through our
9	A. With consumers, no. I guess if they request	9	website, yes. Well, the website is through a
10	it, so that -- there's a chance.	10	third-party processor, but I don't think that's
11	Q. Occasionally?	11	important.
12	A. Sure.	12	Q. And you file lawsuits against consumers?
13	Q. Text message?	13	A. Yes.
14	A. Starting to.	14	Q. And that's done through the court's online
15	Q. Do you use couriers like USPS or Fed Ex?	15	filing system?
16	MR. PRICE: I just want to object to the	16	A. Yes.
17	questions. I think it's vague and ambiguous. When you	17	Q. Are you familiar with the Fair Debt
18	say you, are you talking about her personally or the	18	Collection Practices Act?
19	firm?	19	A. I am.
20	MR. STEPHENSON: Oh. Good point. Good point.	20	Q. And you've been running this firm since how
21	Sorry, we -- I do that and I'm sorry.	21	long?
22	Q. (BY MR. STEPHENSON) When I say you, I	22	A. Since 2014.
23	sometimes mean your company, sometimes I mean you.	23	Q. And you've been familiar with the FDCPA then
24	I'll be more clear.	24	for over a decade here?
25	A. And I sometimes might say me when I mean the	25	A. Correct.
Page 11		Page 13	
1	firm as well, so do we need to clarify that as we're	1	Q. So you're familiar -- and then this time I am
2	each answering --	2	speaking specifically of you.
3	Q. I didn't --	3	A. Okay.
4	A. -- and asking?	4	Q. Because I'm not asking about your firm's
5	Q. I didn't think so because I think -- I think	5	familiarity, although, I think it's transferable in
6	my questions are pretty clear that I'm not asking	6	some way, but you tell me if I'm wrong.
7	specifically about you, I'm asking about the company,	7	Do you specifically have more than -- or do
8	but I can clarify. That's fine. So let's just go	8	you know what the FDCPA prohibits and requires?
9	backwards.	9	A. I would like to think I do, yes.
10	A. Okay.	10	Q. And are you familiar with what the FDCPA
11	Q. Your firm uses mail, telephone, email, fax,	11	allows?
12	and text messages to collect debts?	12	A. I would like to think so, yes.
13	A. Yes.	13	Q. And what efforts does your firm make to
14	Q. Okay. And then I was going to say does your	14	assure compliance with the FDCPA?
15	firm UPS or Fed Ex?	15	A. Training.
16	A. To collect debts, no.	16	Q. What kind of training?
17	Q. Does the firm use process servers,	17	A. The ACA provides a really great training for
18	constables, or police officers to collect debts?	18	the FDCPA, and we use that.
19	A. We use -- to collect debts the -- the process	19	Q. How much time does it take for you to train a
20	servers assist in that, but they don't actually collect	20	new employee to the full finishing product of when
21	debts.	21	they're ready to work?
22	Q. What about constables?	22	A. Oh. I would say at least three, four months.
23	A. The constables, well, the constables we	23	Q. And is that all through the ACA, that
24	assign a writ of execution to them and they do what	24	training?
25	they do.	25	A. The majority, yes.

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<p style="text-align: right;">Page 14</p> <p>1 Q. Is it on the internet or in person?</p> <p>2 A. I think it's still on a disk if you really</p> <p>3 want to know the details. On a disk, I believe.</p> <p>4 Q. And so the training involves the person</p> <p>5 sitting at a desk watching videos and taking tests?</p> <p>6 A. Yes.</p> <p>7 Q. Do they also listen in to phone calls, live</p> <p>8 calls?</p> <p>9 A. Once they're to a certain point, yes, they</p> <p>10 would listen to live phone calls.</p> <p>11 Q. And then eventually they'll actually start</p> <p>12 taking live calls with a coach?</p> <p>13 A. Yes.</p> <p>14 Q. And what about mailing letters? Do they do</p> <p>15 that sooner or they wait until that process is</p> <p>16 complete?</p> <p>17 A. Well, an individual collector doesn't mail a</p> <p>18 letter.</p> <p>19 Q. So the collector's job is to do what</p> <p>20 specifically?</p> <p>21 A. That's a pretty broad question.</p> <p>22 Q. Okay. So let's say who -- who's mailing the</p> <p>23 letters if it's not collectors?</p> <p>24 A. And are we talking prejudgments? Just</p> <p>25 overall --</p>	<p style="text-align: right;">Page 16</p> <p>1 refer to the software as CUBS.</p> <p>2 Q. Okay. So in CUBS you will have access for a</p> <p>3 computer at your office?</p> <p>4 A. Yes.</p> <p>5 Q. And you'll tell it which letters to send and</p> <p>6 when?</p> <p>7 A. Yes.</p> <p>8 Q. And then CUBS is a third-party service that</p> <p>9 prints those letters and mails them?</p> <p>10 A. Yes.</p> <p>11 Q. And --</p> <p>12 A. And I believe they have outsourced that as</p> <p>13 well, but it's done through the software.</p> <p>14 Q. Okay. And the letters CUBS sends for you,</p> <p>15 who wrote those?</p> <p>16 A. I wrote those.</p> <p>17 Q. All of them?</p> <p>18 A. From scratch, no, it wasn't -- it wasn't me</p> <p>19 on all of them from scratch, but I reviewed all of</p> <p>20 them.</p> <p>21 Q. And the ones that you didn't write from</p> <p>22 scratch, who wrote those?</p> <p>23 A. I would have received them from somebody in</p> <p>24 the industry, but they would have been vetted by me</p> <p>25 before they were put into -- into place.</p>
<p style="text-align: right;">Page 15</p> <p>1 Q. Yeah, yeah. I'm --</p> <p>2 A. -- overall collect -- prejudgments?</p> <p>3 Q. Yes.</p> <p>4 A. Talking prejudgments?</p> <p>5 Q. Yes.</p> <p>6 A. They call on the telephone.</p> <p>7 Q. Okay. And that's what the collectors do?</p> <p>8 A. That's what the collectors do.</p> <p>9 Q. And they take incoming calls?</p> <p>10 A. Correct.</p> <p>11 Q. And in those calls sometimes they take</p> <p>12 payments?</p> <p>13 A. Yes.</p> <p>14 Q. And they are -- those collectors don't mail</p> <p>15 letters?</p> <p>16 A. The system mails letters.</p> <p>17 Q. Do you use a third party for that?</p> <p>18 A. We do.</p> <p>19 Q. Who do you use to send the letters?</p> <p>20 A. We do it through the software Columbia</p> <p>21 Ultimate or CUBS for short.</p> <p>22 Q. And, I'm sorry, I heard Columbia Ultimate?</p> <p>23 A. Columbia Ultimate.</p> <p>24 Q. Okay.</p> <p>25 A. Which they've recently sold, but we still</p>	<p style="text-align: right;">Page 17</p> <p>1 Q. Why would you vet them before putting them</p> <p>2 into place?</p> <p>3 A. To make sure they are in compliance.</p> <p>4 Q. And when you say in compliance, you mean with</p> <p>5 the FDCPA's requirements?</p> <p>6 A. Yes, correct.</p> <p>7 Q. How -- how frequently do you change the</p> <p>8 letters and go through those and make changes to them?</p> <p>9 A. Not often.</p> <p>10 Q. And when they are changed, it's you that does</p> <p>11 that?</p> <p>12 A. Yes.</p> <p>13 Q. And it's you that vets -- well, you write the</p> <p>14 changes, so I guess you're also vetting the changes?</p> <p>15 A. That's correct.</p> <p>16 Q. Does CUBS have any systems in place to also</p> <p>17 vet the letters?</p> <p>18 A. No.</p> <p>19 Q. They'll send whatever you want?</p> <p>20 A. They'll send whatever I want, yes. Yeah. It</p> <p>21 would be a template at that point, so the template's</p> <p>22 been reviewed and the specific data per debtor input.</p> <p>23 Q. Why -- why do you vet the letters? Never</p> <p>24 mind. You already answered that.</p> <p>25 Other than you, is anyone else in your firm</p>

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1 responsible for compliance with the FDCPA? 2 A. Yes. 3 Q. Who would that be? 4 A. The executive director. 5 Q. Her name. 6 A. Sydney Carneseca. 7 Q. Will you spell that for the court reporter. 8 A. Yes. S-y-d-n-e-y. Carneseca is 9 C-a-r-n-e-s-e-c-a. 10 Q. And what is her role in compliance? 11 A. She trains the collectors initially. 12 Q. And she answers to you? 13 A. Yes. 14 Q. And how long has she been with the company? 15 A. Since 2014. 16 Q. Does she have anything to do with the 17 letters? 18 MR. PRICE: Objection; vague. 19 Q. (BY MR. STEPHENSON) You can answer. 20 A. Give me more specifics. Anything to do with 21 them is really -- 22 Q. Does -- 23 A. -- broad. 24 Q. Does your executive director write the 25 letters?	Page 18 1 yes, she would handle those. 2 Q. What else does she do? 3 A. She's our client services representative. 4 Q. When would Sydney handle a debt validation 5 request instead of Kathy? 6 A. If there's a question whether it needs to be 7 sent or not. So Sydney doesn't send them, but she 8 helps decide if they need to be sent, but Kathy 9 requests them. 10 Q. What does that mean that Kathy requests them? 11 A. So our validation letters are actually mailed 12 from our office, so she mails them in office. 13 Q. CUBS does not send your validation letters? 14 A. CUBS does not send the validation letters, 15 that's correct. 16 Q. And when we're speaking of validation 17 letters, what -- 18 A. No, I'm sorry. Are you talking about the 19 initial letter or the validation notice that goes out 20 like the dunning notice? 21 Q. That's exactly what I'm trying to clarify -- 22 A. Okay. 23 Q. -- what you're talking about. 24 A. Okay. 25 Q. So let me -- let me -- I think I have it.
Page 19 1 A. No. 2 Q. Does she vet the letters? 3 A. No. 4 Q. Does she do anything at all with the letters? 5 A. She would request them. 6 Q. And under what circumstances would she 7 request a letter? 8 A. When it's required by the FDCPA, if a 9 consumer requested it under certain circumstances. 10 Q. Like a debt validation request? 11 A. Yeah. 12 Q. Do all of the debt validation requests go 13 through Sydney? 14 A. No. 15 Q. Where else do they go? 16 A. There is an operations employee that sends 17 many of those. 18 Q. And who's that? 19 A. Her name's Kathy. Her last name is 20 Reimschisel and I cannot spell that. 21 Q. And how long has she been with the company? 22 A. Since 2014. 23 Q. And her job is to request responses to debt 24 validation requests? 25 A. If the customer or the consumer asks for it,	Page 21 1 The initial letter is sent by CUBS? 2 A. Correct. 3 Q. When the customer -- not customer. When the 4 debtor -- I'll say that accidentally a lot just for 5 your -- 6 A. I will say customer as well. 7 Q. Okay. Forgive me if I do, and we'll go the 8 same page, but then when the client -- oh, see. 9 When the debtor sends you a request for a 10 validation letter, that's when Kathy takes it over and 11 sends the validation letter that you're talking about? 12 A. It's actually a verification letter, a 13 verification of the debt. So validation is sent 14 through CUBS, verification is sent in office. 15 Q. And sometimes that verification letter will 16 include documentation? 17 A. Correct. 18 Q. It won't always? 19 A. Correct. 20 Q. And she makes the determine -- Kathy makes 21 the determination of when it will include -- when the 22 verification letter will include documentation or not? 23 A. Yes. 24 Q. And the reason for that is because sometimes 25 you need verification depending -- like if it's an

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1	identity theft case, you probably want verification,	1	A. All right.
2	but if it's a regular case, you don't need	2	Q. We both know this.
3	verification; right? You don't need documentation, the	3	A. Okay.
4	letter is sufficient under the FDCPA. Does that make	4	Q. And the verification, validation notice,
5	sense?	5	whatever we call it, because I've heard it used -- I
6	MR. PRICE: I'm going to object to it as vague.	6	use it interchangeably, I'm assuming other people do,
7	I'm not sure I understand --	7	that -- it's a 30-day notice; correct?
8	MR. STEPHENSON: Yeah, I think --	8	A. It was a 30-day notice. The reg F changed
9	MR. PRICE: -- your question.	9	some of that, so we refer to it as a 45-day notice now.
10	MR. STEPHENSON: I think it made sense, but your	10	2023 and forward I believe is when reg F. So if you're
11	wheels are turning.	11	talking -- you're going to have to give me some dates
12	THE WITNESS: It's -- it's vague. There's a lot	12	here because . . .
13	of -- there's other things in there, so I want to make	13	Q. Before reg F was changed to the 45 days, it
14	sure I'm answering your question. I don't want to	14	was a 30-day requirement?
15	assume what you're asking.	15	A. Yes.
16	Q. (BY MR. STEPHENSON) Yeah, and it's okay. I'm	16	Q. And now it's a --
17	just -- I'm just trying to clarify that sometimes a	17	A. And what do you mean by 30 days requirement?
18	verification letter does not need documentation.	18	Q. Well, yeah. So within -- in the initial
19	A. That's true.	19	communication, or within five days of the first verbal
20	Q. Okay. And sometimes it may not need it, but	20	communication, you're required to send notice to the
21	you'll send it anyway?	21	consumer; correct?
22	A. I don't know if I can answer that.	22	A. Yes.
23	Q. Okay. Sometimes you will send documentation	23	Q. And that notice is required to include a
24	though?	24	statement that they have 30 days to dispute the debt?
25	A. Yes.	25	A. Yes.
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1	Q. And when you do, what are the circumstances	1	Q. Okay. And that requirement is still intact?
2	that documentation goes with the verification letter?	2	A. Yes.
3	A. When it's requested.	3	Q. And you're saying under reg F, it's now a
4	Q. Okay. Okay. Like if they ask for billing	4	45-day requirement?
5	statements, they're confused about the debt, you'll	5	A. That's my understanding.
6	send those if you have them?	6	Q. But in the letters it will still say 30 days?
7	A. Yes.	7	A. I think it gives a specific date now.
8	Q. The validation requirement of the FDCPA, can	8	Q. Yeah, yeah. That's actually -- that's more
9	you tell me generally what that is?	9	accurate. Thank you.
10	MR. PRICE: I'm going to object to the question to	10	And that specific date is more than 30 days
11	the extent it seeks expert testimony, but you can	11	away.
12	answer in terms of how the person perceives it.	12	A. That's my understanding, yes.
13	MR. STEPHENSON: Yeah, yeah. That's fine.	13	Q. And the reason for that 30 days is so that
14	THE WITNESS: It's required as the initial -- one	14	the client -- the debtor can ask you for clarification
15	of the initial communications with the customer under	15	of what the debt is?
16	the FDCPA.	16	MR. PRICE: Object to form.
17	Q. (BY MR. STEPHENSON) And so in that -- and	17	Q. (BY MR. STEPHENSON) Did you understand my
18	then when you say one of the initial communications, do	18	question?
19	you mean either in the initial communication or within	19	MR. PRICE: I'm also going to object on the
20	five days of the initial communication?	20	grounds for lack of foundation.
21	A. That's digging into the FDCPA pretty	21	MR. STEPHENSON: Okay.
22	specifically, so yes.	22	Q. (BY MR. STEPHENSON) Do you know why the
23	Q. But you know that's the requirement?	23	30-day validation notice is in the FDCPA?
24	A. Correct, yeah.	24	A. If they have a dispute, I think it actually
25	Q. I'm not arguing with you about it.	25	reads, and I'm not going to quote it, but if you

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1	dispute, you have 30 days to request the original	1	Q. Yes.
2	creditor or -- I can't remember specifically what it	2	A. Okay.
3	says.	3	Q. We are still prejudgment.
4	Q. Do you agree that a lot of people who ask for	4	A. Okay.
5	that verification are doing it because they don't know	5	Q. What is the notification, the Mini Miranda,
6	what the debt is, they don't recognize it?	6	warning specifically?
7	A. I wouldn't --	7	A. The exact words?
8	MR. PRICE: Object to form.	8	Q. It doesn't have to be exact, but the gist of
9	THE WITNESS: I wouldn't characterize it as that.	9	it. What is the -- what is the phraseology?
10	Q. (BY MR. STEPHENSON) How would you	10	A. This is an attempt to collect the debt and
11	characterize -- when you get people that request a	11	any information obtained will be used for this purpose.
12	verification, why are they requesting it? What does it	12	Q. And that is required in every communication
13	say in their letter generally?	13	with the debtor?
14	A. It gives the balance of who the original	14	A. That's my understanding, yes.
15	creditor is and the documents if we have them.	15	Q. Where the validation --
16	Q. Oh, yeah. I mean -- I mean, when they send	16	A. Prejudgment, yes.
17	you a letter asking for the verification, what are they	17	Q. Prejudgment, okay. So you don't think the
18	asking for? Why are they asking?	18	30-day validation, excuse me, excuse me, the Mini
19	MR. PRICE: Object to form.	19	Miranda is required after judgment?
20	THE WITNESS: They might dispute that they owe the	20	A. Not on every writing.
21	debt.	21	Q. Oh, okay.
22	Q. (BY MR. STEPHENSON) All right. And are you	22	A. Phone calls. We practice and say the Mini
23	aware of whether or not some of those people are	23	Miranda on every phone call.
24	confused about if they even owe the debt?	24	Q. I would bet that it's in every letter you
25	A. I can't answer that.	25	have too?
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1	Q. Do you read --	1	A. Yes.
2	A. Some people? That's so broad.	2	Q. Okay. You're speaking of it's not required
3	Q. Do you ever see the -- when they request a	3	in legal documents?
4	validation or a verification, they do it in writing	4	A. Correct.
5	usually?	5	Q. Yeah, okay. It's a violation of the FDCPA if
6	A. Usually.	6	you don't include that Mini Miranda in every
7	Q. And do you ever review those?	7	communication except for legal documents?
8	A. Often.	8	MR. PRICE: Objection to the extent it's seeking
9	Q. So what do they say in general? I mean, can	9	expert testimony.
10	you think of one specifically that you can think of why	10	Q. (BY MR. STEPHENSON) Do you believe it's a
11	they were asking?	11	violation?
12	A. Disputed it, had a question about the billing	12	A. Yes.
13	as you stated.	13	Q. And that 30-day validation notice that we
14	Q. Are you familiar with the Mini Miranda	14	talked about before, that's only required once?
15	warning?	15	A. Yes.
16	A. I am.	16	Q. And that's in the initial communication or
17	Q. Can you tell us what that is?	17	within five days of the first verbal communication?
18	A. It's something that our collectors say on	18	A. Yes.
19	every phone call and it's in each of the communications	19	Q. Are you aware that the FDCPA prohibits debt
20	that comes from our office, the written communications.	20	collectors from making false or misleading statements?
21	Q. And what is the notification that's	21	MR. PRICE: Objection; seeks expert testimony.
22	considered to be called --	22	THE WITNESS: Yes.
23	A. Are we talking prejudgment --	23	MR. PRICE: And maybe just to short circuit that
24	Q. Yes --	24	so I don't have to raise the same objection --
25	A. -- at this point?	25	MR. STEPHENSON: I'm okay with the same objection.

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1 MR. PRICE: Yeah, that's what I was going to say.
2 Same objection.
3 MR. STEPHENSON: Yeah.
4 MR. PRICE: Just her understanding.
5 MR. STEPHENSON: Yeah, I get that. And I actually
6 think she actually technically is an expert, but I
7 understand your -- we can have a standing objection on
8 that. I think that's fair. I think there's a lot
9 of -- I think she has a tremendous amount of expertise
10 on that.

11 Q. (BY MR. STEPHENSON) What I was asking you is
12 about false statements or misleading statements. The
13 FDCPA gives a list of those statements, correct, that
14 are false?

15 A. I don't think there's a list. I think it
16 just says false. I don't remember the exact verbiage.

17 Q. There is a catchall that says any false
18 statement will violate; correct?

19 A. I don't re -- I can't recall exactly those
20 words.

21 Q. Do you -- but in your practice, in the firm's
22 practice and both you and the firm, don't try to -- you
23 don't intentionally make false or misleading statements
24 to debtors?

25 A. That's correct.

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1 the rate of return of people who respond to that
2 letter?

3 MR. PRICE: I'm going to object to form.

4 MR. STEPHENSON: And what -- what can I do to make
5 that question work?

6 MR. PRICE: Well, I'm not sure what you mean by
7 the term respond.

8 MR. STEPHENSON: Okay.

9 Q. (BY MR. STEPHENSON) When you send a
10 collection letter to a debtor, I'm just wondering what
11 percentage response, and then I was going to ask what
12 percentage of response by mail and what percentage
13 response by calling?

14 A. I don't think I can -- I don't -- I don't
15 know those numbers.

16 Q. You don't track those numbers?

17 A. The system might track them, but I don't --
18 no, I don't think it does. I don't remember getting
19 those reports or anything, so I can't give you that. I
20 mean, I could guess, but that's not going to do us any
21 good.

22 Q. Are you aware of the industry standards of
23 response rates to debt collection letters?

24 A. I'm not.

25 Q. Is it -- I know you have to -- I don't want

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1 Q. And that's not just because it violates the
2 FDCPA, it's also because it's just the way business --
3 it's just good people?

4 A. I think that's fair to say, yes.

5 Q. Yeah. And there's no reason to be deceptive
6 with people because they're going to pay you or they're
7 not one way or another?

8 A. (Nods head.)

9 Q. Is that right?

10 A. I would agree with that, yes.

11 Q. Would you agree that it's -- that they're
12 more likely to pay if you lie to them in some specific
13 way?

14 MR. PRICE: Object to form. Lack of foundation.

15 Q. (BY MR. STEPHENSON) Yeah. Have you -- well,
16 tell me this. Let's let me rephrase this.

17 The FDCPA, do you know why they enacted it in
18 the first place?

19 A. I don't.

20 Q. If I told you it was partially because they
21 wanted to prevent false or misleading statements, would
22 you agree that that's probably at least one?

23 A. I wouldn't disagree with that.

24 Q. Do you know, what is -- when you send a
25 collection letter to a debtor, what is your -- what is

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1 you to guess, but do you know if it's a really high
2 number or really low number? So is it more like -- is
3 it closer to 80 percent or closer to 30 percent or
4 10 percent?

5 MR. PRICE: Object to form.

6 Q. (BY MR. STEPHENSON) Do you know what I'm
7 asking? You understand what I'm asking?

8 A. I don't think it's as high as 80 percent. If
9 it's 10 percent or 30 percent, I really don't know that
10 difference, but I would say it's not as high as
11 80 percent.

12 Q. Is it fair to say that it's probably less
13 than 50 percent?

14 A. I think that would be fair. And, again,
15 we're talking prejudgments?

16 Q. Yes.

17 A. Okay.

18 Q. Yes.

19 A. The dunning notice?

20 Q. I'm really just trying to lay a foundation
21 for the whole rest of the day.

22 A. Okay.

23 Q. I'm asking generic. Not generic, but general
24 questions so that we are on the same page with our
understanding of how your firm works and how it -- how

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<p>1 it works.</p> <p>2 Do you agree that it would violate the FDCPA</p> <p>3 if a debt collector lied about the amount of the debt?</p> <p>4 A. Yes.</p> <p>5 Q. And do you agree that it would violate the</p> <p>6 FDCPA if the debt collector lied about their identity?</p> <p>7 A. We use -- yes, I do, but we do use alias</p> <p>8 names.</p> <p>9 Q. Oh, yeah.</p> <p>10 A. I want to be clear on that.</p> <p>11 Q. Yeah, I'm okay with that. What I mean is if</p> <p>12 a debt collector said -- if the debt collector's name</p> <p>13 is The Cherrington Firm, but they called and said we</p> <p>14 are the Utah Department of Justice, would that violate</p> <p>15 the FDCPA?</p> <p>16 A. Yes.</p> <p>17 Q. That's what I mean. I totally get the alias</p> <p>18 thing.</p> <p>19 A. Okay.</p> <p>20 Q. And that does not violate the FDCPA?</p> <p>21 A. Correct.</p> <p>22 Q. I'm not sure where it carved out, but</p> <p>23 somewhere along the line, I think it was the FTC, said</p> <p>24 you can use aliases. Is that right?</p> <p>25 A. I don't know that to be true. I don't -- I</p>	<p>Page 34</p> <p>1 Q. Yeah. You probably don't deal with those</p> <p>2 anymore, do you? It's all electronic?</p> <p>3 A. That's right.</p> <p>4 MR. STEPHENSON: Are you cold?</p> <p>5 MR. PRICE: Yeah.</p> <p>6 MR. STEPHENSON: We have access. We can turn it</p> <p>7 up if you want to.</p> <p>8 MR. PRICE: Yeah. I don't want to overheat</p> <p>9 everybody.</p> <p>10 THE WITNESS: That's why I dressed warm, so.</p> <p>11 MR. STEPHENSON: If that changes, let us know.</p> <p>12 We'll bump it up. We'll turn it down one notch until</p> <p>13 we get it right.</p> <p>14 Q. (BY MR. STEPHENSON) What does your firm do to</p> <p>15 assure that it's not violating the FDCPA's prohibition</p> <p>16 on making false or misleading statements?</p> <p>17 A. Initial training and followup training.</p> <p>18 Q. How often does the followup training occur?</p> <p>19 A. I'm not sure I can put a time line on it. As</p> <p>20 necessary.</p> <p>21 Q. There's no schedule?</p> <p>22 A. In the initial training there is.</p> <p>23 Q. And once you've got a collector that's been</p> <p>24 there for a year or two, do they receive training after</p> <p>25 that?</p>
<p>1 don't know where it came from.</p> <p>2 Q. It's a longstanding rule enough that no one's</p> <p>3 arguing that one?</p> <p>4 A. I believe that's correct.</p> <p>5 Q. Yeah. What about -- okay. Do you agree that</p> <p>6 it would violate the FDCPA if a debt collector lied</p> <p>7 about the consequences a debtor would face if they</p> <p>8 failed to pay?</p> <p>9 A. I believe that's correct.</p> <p>10 Q. I'll give you an example. Okay, I liked the</p> <p>11 answer. I'm going to give you an example to reinforce</p> <p>12 the question. I've had clients call me and say that</p> <p>13 the debt collector said they're going to have me</p> <p>14 arrested if I don't pay this, they're going to revoke</p> <p>15 my driver's license if I don't pay them. Those are</p> <p>16 violations of the FDCPA?</p> <p>17 A. I would say that would be a violation, yes.</p> <p>18 Q. And are you aware whether or not unfair</p> <p>19 practices that are not technically false or misleading,</p> <p>20 but other unfair practices are also prohibited under</p> <p>21 the FDCPA?</p> <p>22 A. As a generic statement, yes.</p> <p>23 Q. And those would include things like cashing a</p> <p>24 postdated check too soon?</p> <p>25 A. A postdated check?</p>	<p>Page 35</p> <p>1 A. We do periodic training, yes.</p> <p>2 Q. But not on any schedule, just when it sort of</p> <p>3 makes sense for the group?</p> <p>4 A. Yes. That's fair -- that's fair to say.</p> <p>5 Q. Okay. In this case we've talked about -- or</p> <p>6 not here, but in the case we've -- we've asked in</p> <p>7 discovery and things about the bona fide error defense.</p> <p>8 Are you aware of those discussions, or not discussions,</p> <p>9 of your assertion of the bona fide error defense?</p> <p>10 MR. PRICE: I'm going to object because we haven't</p> <p>11 asserted bona fide error defense in the Answer.</p> <p>12 MR. STEPHENSON: Okay. I thought you did.</p> <p>13 MR. PRICE: Yeah, not in this one we haven't.</p> <p>14 Q. (BY MR. STEPHENSON) Okay. Are you aware of</p> <p>15 the FDCPA's bona fide error defense in general?</p> <p>16 A. In general, yes.</p> <p>17 Q. And are you saying that you're not asserting</p> <p>18 that defense here?</p> <p>19 A. I think we don't know what the claims are</p> <p>20 specifically, so I'm deferring to my attorney.</p> <p>21 Q. Okay. So what I do in these is I make a</p> <p>22 chart, and that's what I'm trying to figure out. So is</p> <p>23 it fair to say that at this point in time, you haven't</p> <p>24 identified any violations of the FDCPA that you're</p> <p>25 aware of that your firm committed?</p>

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<p>1 A. That's a fair statement, yes.</p> <p>2 Q. I'm going to write no there. And then</p> <p>3 errors. Can you identify anything your firm did that</p> <p>4 was unintentional?</p> <p>5 MR. PRICE: I'm going to object to form.</p> <p>6 Q. (BY MR. STEPHENSON) Well, did your firm --</p> <p>7 everything your firm did, when collecting the debt</p> <p>8 against my client, was normal firm practice; correct?</p> <p>9 A. Yes.</p> <p>10 Q. Nothing happened that was considered an error</p> <p>11 or mistake?</p> <p>12 A. No.</p> <p>13 Q. And so then when I asked you what procedures</p> <p>14 you have in place to avoid those errors and those</p> <p>15 violations, the answer is I don't know, we don't -- we</p> <p>16 haven't -- we don't have any specifics that we can</p> <p>17 identify today?</p> <p>18 A. Correct.</p> <p>19 Q. Okay. So now I'm going to backtrack to the</p> <p>20 more specifics of this specific debt. Do you know when</p> <p>21 you acquired the debt from the original creditor?</p> <p>22 A. I don't recall that date right offhand. If I</p> <p>23 had the notes in front of me, I could identify that,</p> <p>24 but I don't have those in front of me.</p> <p>25 Q. Okay. Did you -- did you review those notes</p>	<p>Page 38</p> <p>1 creditor was Brigham Young University?</p> <p>2 A. Brigham Young University, correct.</p> <p>3 Q. And it was a bounced check?</p> <p>4 A. Correct.</p> <p>5 Q. I'm just -- I'm just laying a foundation. It</p> <p>6 doesn't -- we don't need to, you know, go crazy with</p> <p>7 it.</p> <p>8 When you acquired the debt, do you know how</p> <p>9 long it took you before you started collecting?</p> <p>10 A. I don't.</p> <p>11 Q. Do you know what the typical time is? When</p> <p>12 the debt is assigned and then you start, there's a gap</p> <p>13 of time. Do you know what that time frame normally is?</p> <p>14 A. Maybe a couple of days to get the -- to have</p> <p>15 an input into CUBS.</p> <p>16 Q. And when -- so Brigham Young University</p> <p>17 assigned the debt to Cherrington Firm to collect?</p> <p>18 A. That's correct.</p> <p>19 Q. And is there a written assignment for that?</p> <p>20 A. I believe so.</p> <p>21 Q. Does your firm have a written standing</p> <p>22 agreement with BYU to collect debt for it?</p> <p>23 A. Yes. To collect debt, yes. Prior to</p> <p>24 litigation, yes.</p> <p>25 Q. Okay. This isn't the first debt you</p>
<p>1 before coming here today?</p> <p>2 MR. PRICE: Objection; I'm going to instruct the</p> <p>3 witness not to answer the question on grounds of work</p> <p>4 product.</p> <p>5 MR. STEPHENSON: Okay.</p> <p>6 Q. (BY MR. STEPHENSON) It would be helpful if we</p> <p>7 were on the same page with when you acquired the debt</p> <p>8 from the original creditor. I think it was 2018. Does</p> <p>9 that sound right or close?</p> <p>10 A. 2017, 2018. I think we're in that ballpark,</p> <p>11 yes.</p> <p>12 Q. I think -- I think you're right. I think it</p> <p>13 was 2017.</p> <p>14 A. Do you have the notes as an exhibit --</p> <p>15 Q. Yeah.</p> <p>16 A. -- today?</p> <p>17 Q. But we don't -- it's not that important yet.</p> <p>18 A. Okay.</p> <p>19 Q. And that would put my exhibits out of order,</p> <p>20 so.</p> <p>21 A. Okay. Fair enough.</p> <p>22 Q. I'm just trying to establish that it was a</p> <p>23 while ago?</p> <p>24 A. It has been a while ago.</p> <p>25 Q. And do you remember who the -- the original</p>	<p>Page 39</p> <p>1 collected for Brigham Young University?</p> <p>2 A. No, it's not.</p> <p>3 Q. And it's not the last?</p> <p>4 A. They don't have a lot of returned checks</p> <p>5 anymore, so there's not a lot.</p> <p>6 Q. Okay. And when you say prior to litigation</p> <p>7 an understanding agreement with BYU, does that mean you</p> <p>8 have a separate agreement after litigation or to handle</p> <p>9 litigation?</p> <p>10 A. They want a sign off before we begin</p> <p>11 litigation.</p> <p>12 Q. Okay. So they're the ones who make the</p> <p>13 decision whether to sue or not?</p> <p>14 A. That's a fair statement, yes.</p> <p>15 Q. And after they make the decision to sue, do</p> <p>16 they stay involved in other decision making process?</p> <p>17 A. After that, no.</p> <p>18 Q. So post judgment you decide what steps to</p> <p>19 take?</p> <p>20 A. Post judgment they rely on my authority, yes.</p> <p>21 Q. And when I say you in this case, I kind of</p> <p>22 mean both you and the firm or --</p> <p>23 A. Again, when I say me, when I say me, I also</p> <p>24 mean the firm.</p> <p>25 Q. Okay.</p>

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1	A.	So if you want something specific --	1 the extent it misconstrues the law. If there's a
2	Q.	Well, you know, let's be specific then.	2 judgment and the debtor owns the real property, then I
3	A.	-- clarify what you mean.	3 think the lien automatically attaches. Are you talking
4	Q.	So the firm -- the firm decides what to do	4 about taking separate steps?
5		after -- like post judgment. And we'll backtrack a	5 MR. STEPHENSON: Yeah.
6		little. But when you get a judgment, the firm decides	6 MR. PRICE: Okay.
7		how to collect the post judgment judgment?	7 MR. STEPHENSON: Yeah, I'll clarify.
8	A.	Yes.	8 Q. (BY MR. STEPHENSON) I mean, I'm talking about
9	Q.	And is that you specifically that makes that	9 separate steps where you file a lien with the state or
10		decision or is it also these other people, whatever	10 the city or the county, whoever, with the county.
11		their --	11 A. Okay. To clarify, I don't file liens.
12	A.	I'm very -- I'm involved in all the steps of	12 Q. Okay. That's -- that's --
13		litigation.	13 A. Okay.
14	Q.	Okay. So you're the one who decides whether	14 Q. -- much more helpful --
15		to garnish wages or execute property or put a lien on a	15 A. Okay.
16		house?	16 Q. Rather than trying to get a committee to
17	A.	Yes, I make those decisions as the attorney,	17 figure out who makes that decision --
18		yes.	18 A. Okay.
19	Q.	Does anyone else participate in those	19 Q. -- you just don't do it?
20		decisions?	20 A. No.
21	A.	Yes.	21 Q. Okay. Wage garnishments. I know you do wage
22	Q.	Who else?	22 garnishments.
23	A.	The people on my team, my internal team.	23 A. We do wage garnishments, yes.
24	Q.	Okay. Who are those people?	24 Q. And who makes the decision to whether -- to
25	A.	All of the people that have anything to do	25 decide do we garnish wages in this case or not? Who
		Page 43	Page 45
1		with the initial litigation process?	1 makes that decision?
2	Q.	No, no, no. Just the people who look at a	2 A. The collector brings it to my attention and
3		case and say -- and make the decision whether to	3 then I approve whether or not the garnishment goes out.
4		garnish wages, put a lien on a house, execute a writ,	4 Q. Okay. And then -- and then the writs of
5		or whatever post judgment needs to be done.	5 execution, how is -- is that the same process, the
6	A.	Okay. So you need to specify. Let's go	6 collector and then you approve? Or tell me how.
7		through each of those things because to put a lien on a	7 A. That's correct.
8		house is outside of the people in my office.	8 Q. So BYU in this case, and I don't really want
9	Q.	Okay. Who does that -- who makes those	9 to ask this question right now because I really want to
10		decisions?	10 ask it later, but I'm going to do it now while my
11	A.	Well, at that point, if we've obtained a writ	11 memory's fresh.
12		of execution and we have provided that to the	12 So BYU in this case approved sending this
13		constable, that's -- that's their decision. That's	13 case out for a writ of execution?
14		post judgment.	14 A. They gave me the authority to litigate and
15	Q.	Okay. Can I stop you because I don't think	15 passed that authority up to me.
16		that's -- I don't think that's where we are.	16 Q. Okay. And that's -- that's -- okay. So you
17	A.	I just want to clarify where you're at.	17 made the decision to send this one out for a writ of
18	Q.	Well, I think you're jumping ahead.	18 execution?
19	A.	Okay.	19 A. That's correct.
20	Q.	So you mentioned a lien. If you're placing a	20 Q. Okay. BYU did not have anything to do with
21		lien on a house, that's the decision that you make?	21 that?
22	MR. PRICE:	Well --	22 A. Correct.
23	MR. STEPHENSON:	We're not talking about an	23 Q. Okay.
24		execution at all yet. We will, but.	24 A. Other than --
25	MR. PRICE:	I'm going to object to the question to	25 Q. Other than granting you authority?

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1	A. Correct.	1	A. Okay.
2	Q. Now, what about -- let's go back then to the	2	Q. I want to know how your firm -- how the
3	wage garnishment. Is that the same process or did we	3	original creditor -- you don't work for free?
4	misspeak on that one?	4	A. Correct.
5	A. There wasn't a wage garnishment on this case.	5	Q. The original creditor pays you to collect on
6	Q. I know, but in general when there's a wage	6	its behalf?
7	garnishment, does the debt collector -- or excuse me --	7	A. That's correct.
8	the original creditor, do you go to them and say do you	8	Q. And so I just wonder how they pay you.
9	want me to garnish wages or do you make that decision?	9	A. I think -- I can't speak specifically for BYU
10	A. I make that decision.	10	because I didn't review their contract, but in general
11	Q. Okay. So when you said the collector	11	we keep the check fees, the two \$20 fees, and a portion
12	approves that decision, you mean they preapprove it by	12	of the principal, generally, and the treble damages are
13	giving you authority to do it if you sue?	13	for the original creditor.
14	A. The collector is my employee.	14	Q. Okay. And so the portion of the principal,
15	MR. PRICE: I think -- I think you misspoke.	15	would it be fair for me to call that commission, or is
16	MR. STEPHENSON: I did. I did.	16	that some other word you want me to use?
17	Q. (BY MR. STEPHENSON) So if a wage garnishment	17	A. I think a commission's fair. And I don't
18	is to occur, do you have a collector, one of your	18	recall if this particular client, if we take a
19	collectors come to you and say hey, here's a list of	19	commission on the check, so I'm speaking in
20	things we want to garnish?	20	generalities.
21	A. A list of things. A wage -- a wage	21	Q. Yeah, no.
22	garnishment --	22	A. Not specific to this case.
23	Q. Cases. A list of judgments.	23	Q. Absolutely. But I think that helps for the
24	A. Yes.	24	future for us to understand each other.
25	Q. Okay. And you look at the list and you look	25	What about your costs that you incur. Do you
Page 47		Page 49	
1	at every one of those cases and you say yes or no to	1	get reimbursed for those costs?
2	each of those?	2	A. Be more specific.
3	A. That's correct.	3	Q. Filing fees, service of process fees,
4	Q. And the same thing is -- that's the same	4	subpoenas?
5	process with writs of execution?	5	A. Post judgment I don't -- we up front those
6	A. That's correct.	6	fees for our client.
7	Q. And that process doesn't occur with liens	7	Q. And then they pay you back?
8	because you don't do liens?	8	A. Once we collect it.
9	A. That's correct.	9	MR. PRICE: I'm just going to object in terms of
10	Q. And did I miss any other ways of collecting	10	vagueness. When you're talking about they pay you
11	debts that you would have the same process for?	11	back, are you talking about the client after paying or
12	A. Not that I can think of, Eric.	12	simply the firm retaining a portion of the money that
13	Q. I mean, those are the three; right?	13	was collected?
14	A. Those are the three, yes.	14	MR. STEPHENSON: Yes. I think they're the same
15	Q. How were you compensated by the original	15	thing, but you clarify for me which it is.
16	creditor in this case for collecting?	16	Q. (BY MR. STEPHENSON) You collect the money
17	A. In this case on a check. I believe we keep	17	from the -- this is important, you're right. So you
18	the check fees and a portion of the check.	18	collect money from the debtor and then you take out
19	Q. By check fees, you mean the statutory check	19	your portion, and then you give the rest to the
20	fees?	20	original creditor?
21	A. Correct.	21	A. That's -- that's correct.
22	Q. And what are those? Treble damages?	22	Q. Okay. And the other way of doing it you
23	A. Well, are we talking prejudgment or post	23	don't do which would be you collect the money, send all
24	judgment?	24	of it to the original creditor, and then they send you
25	Q. Well, I want to know -- well, actually, both.	25	back money?

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1	A. We don't do it that way for this client. Not	1 MR. PRICE: I'm going to object to the extent it
2	that I -- not that I recall.	2 seeks discovery of attorney-client communication and --
3	Q. Okay.	3 MR. STEPHENSON: Okay.
4	A. We do have some clients that do that, but I	4 MR. PRICE: -- so I counsel you not to disclose
5	don't think this particular client, but I did not	5 specific communications between you and BYU and its
6	review that.	6 attorney.
7	Q. Okay. And I think there's some confusion	7 MR. STEPHENSON: Okay. That's fair. I got that.
8	here and it's probably my fault. You keep saying --	8 THE WITNESS: Can I clarify then?
9	clarifying whether it's post judgment or prejudgment.	9 MR. STEPHENSON: Yeah, if you want. It's a
10	Is that because there's two sort of sides to the	10 standing objection on that, yeah.
11	business? There's a collection part and there's a	11 THE WITNESS: They give me authority to collect
12	litigation part?	12 the debt within the bounds of the law.
13	A. Yeah.	13 Q. (BY MR. STEPHENSON) Okay. Well, yeah,
14	Q. And so the collection part also collects a	14 they're not going to -- well, we don't need to go
15	collection fee?	15 there. They're not going to tell you to go rob the
16	A. On a -- on a returned check, yes.	16 person or harm somebody?
17	Q. Okay.	17 A. That's right.
18	A. Because that's by the statute.	18 Q. They don't expect that, you don't do that.
19	Q. Okay. And if -- and then you also get your	19 They're not going to tell you to do something illegal,
20	attorney's fees for the litigation side?	20 and if they did, you wouldn't do it?
21	A. Per statute, that's correct, yes, once it --	21 A. That's correct.
22	once it goes to litigation.	22 Q. Yeah. The decisions in litigation, though,
23	Q. Okay. But it's only one firm, it's not two	23 are those left up to you?
24	separate business?	24 A. Yes. Specifically?
25	A. It's not two separate businesses. One firm.	25 Q. Yeah. I was going to say is there any area
Page 51		Page 53
1	Q. And so you -- the original creditor keeps	1 that's not left up to you, say a settlement amount?
2	ownership of the debt, you don't own the debt?	2 Like if the client -- the debtor calls in the middle --
3	A. That's correct.	3 okay. Let's give you a specific example.
4	Q. And so the original creditor, do they have	4 Debtor gets a summons and they panic and they
5	the authority to take the debt back any time they want?	5 call you instead of me, and they say to you I'll pay
6	A. If they want to cancel it, yes.	6 50 percent, do you have authority to take that without
7	Q. Would that be --	7 calling the original creditor?
8	A. They do have that authority.	8 A. We have some authority.
9	Q. Okay. And that would be true even in the	9 Q. Okay.
10	middle of litigation?	10 A. But beyond that authority, and most of the
11	A. Yes, it would be true.	11 time we do talk to our client to settle an amount.
12	Q. When BYU gave you this debt to collect, did	12 Q. And I'm not trying to -- I'm not -- I don't
13	they give you specific instructions on how they wanted	13 defend debt, so I'm not trying to get like numbers and
14	you to collect?	14 stuff.
15	A. No, they didn't.	15 A. Okay.
16	Q. And they didn't give you specific	16 Q. I don't care about that. But most debt
17	instructions because there's already an understanding	17 collectors, they get a number from the original
18	of what you're going to do?	18 creditor of how low they're willing to let you go. Is
19	A. That's a fair statement.	19 that fair here too?
20	Q. They know that you'll make initial efforts to	20 A. I think that's fair, yeah.
21	collect the debt, and if that doesn't work, you'll sue	21 Q. And I won't -- like I'll just give you an
22	if it warrants a lawsuit?	22 example to make sure we're on the same page. Other
23	A. That's a fair statement, yes.	23 collectors I've heard say well, the original creditor
24	Q. Did they -- excuse me. Did the original	24 will let me go down to 90 percent or 80 percent, but no
25	creditor specifically tell you anything don't do?	25 lower without calling them. Is that sort of what's

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1	happening here? No numbers, not specific percentages,	1	Q. Why did Jamie leave?
2	but that concept?	2	A. I don't remember.
3	MR. PRICE: Object to form. When you say here,	3	Q. How long ago did she leave?
4	are you talking about this specific case or are you	4	A. I don't remember.
5	talking about in general?	5	Q. It wasn't contentious when she left?
6	MR. STEPHENSON: Yeah, in this specific case.	6	A. Not that I recall.
7	BYU.	7	Q. No drama with that?
8	THE WITNESS: On a return check, if there's a	8	A. Not that I recall.
9	settlement on the principal, the principal amount, then	9	Q. You'd recall the drama; right? Melissa
10	we would call the client. We would contact BYU.	10	Kerby, is she still there?
11	Q. (BY MR. STEPHENSON) Okay. Let's backtrack a	11	A. She's not.
12	little. I want to talk about your employees and kind	12	Q. Where did she go?
13	of identify people. In your discovery you identified	13	A. I don't know where she went.
14	five people, and I don't think that's everyone that's	14	Q. Do you know when she left?
15	actually involved, but let's go through it and figure	15	A. She left in, I think, May or June of 2024.
16	it all out.	16	Q. And was her leaving drama? Was it something
17	I asked -- well, you identified five	17	you remember?
18	employees that had involvement in collecting this	18	A. Yes.
19	specific debt. Yourself, Bernice Vasquez, Angela	19	Q. What happened there?
20	Cloward, Jaylinn Faulkner, and Candi Burrell. Is that	20	A. She decided that she wanted to move on.
21	accurate? Does that sound right?	21	Q. Was she unhappy with her job at your firm?
22	A. I think that's correct.	22	A. I wouldn't characterize it like that. She
23	Q. Okay. We've also identified Sydney and	23	was having some personal struggles at home.
24	Kathy. Did they work on this specific debt, Sydney and	24	Q. Now, the other five that we talked about,
25	Kathy?	25	Lacey Cherrington, that's you, so you're still there.
Page 55		Page 57	
1	A. Not that I could see in the notes.	1	Bernice Vasquez, is she still there?
2	Q. Okay. The way you came up with that list of	2	A. She is.
3	five people was from the collection notes that we'll	3	Q. Generally speaking, without the notes, can
4	look at later?	4	you tell me what she did in this case?
5	A. That's right.	5	A. At that time I don't know if she had anything
6	Q. What about Melissa Kerby? What did she do;	6	to do with preparing the litigation. She might have
7	do you know?	7	been a collector at that time.
8	A. I don't recall.	8	Q. Angela Cloward.
9	Q. Jamie Devenesh.	9	A. Would have been a collector.
10	A. I don't remember.	10	Q. Is she still employed there?
11	Q. Do you remember what Elena Roundy did in this	11	A. She's not.
12	case?	12	Q. Do you know where she went?
13	A. Elena would have been one of the people that	13	A. She owns her own company now.
14	prepared it for litigation for my review.	14	Q. Do you know what it does?
15	Q. She's been with you for a long time?	15	A. They sell lemonade.
16	A. She has.	16	Q. I'm in the wrong business.
17	Q. How long?	17	A. You know the Texas Twisters that you get at
18	A. Since 2014.	18	the fair and things like that?
19	Q. Okay. And Jamie Devenesh, how long has Jamie	19	Q. Yeah.
20	been with you?	20	A. She owns one of those.
21	A. She's not with the company anymore.	21	Q. Man.
22	Q. How long was she there?	22	A. Great business. She's done well.
23	A. I don't remember.	23	Q. I have a story I'll tell later off the
24	Q. Do you remember her involvement in this case?	24	record.
25	A. I don't.	25	Jaylinn Faulkner. Is she still there?

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		Page 58	Page 60
1	A. She's not.		1 Q. But, ultimately, they all do -- you have the
2	Q. And where did she go?		2 power to fire or terminate any of these people?
3	A. She works at a veterinary clinic now.		3 A. Yes.
4	Q. Was her termination or leaving, was it		4 Q. Melissa Kerby. She's not related to you?
5	something to be concerned about?		5 A. She's not.
6	A. No.		6 Q. My understanding is Melissa Kerby was the one
7	Q. Candi Burrell. Is she still there?		7 who handled emailing the writs of execution to Michael
8	A. She's not.		8 Erickson. Is that -- do you remember if that's correct
9	Q. And where did she go?		9 or not?
10	A. She went to work for a bank. I'm impressed I		10 A. Yes.
11	remember all these.		11 Q. Did anyone else handle providing the writs of
12	Q. I am too. Did she go voluntarily or was it a		12 execution to the constables?
13	problem?		13 A. On this particular case or just overall?
14	A. Voluntarily. It ended really well.		14 Q. In general.
15	Q. Okay. And can you remember what any of these		15 A. Most -- most recently, Shauna, but not on
16	people did specifically in this case without the notes?		16 this case.
17	We'll go through the notes later too.		17 Q. And who's Shauna?
18	A. Notes would be better.		18 A. Shauna is in operations.
19	Q. Okay. We'll go through them later.		19 Q. Her last name?
20	A. Okay.		20 A. She recently got married. Lear, L-e-a-r.
21	Q. None of these people were ever -- were any of		21 Q. Do you know her maiden name?
22	these people ever reprimanded for breaking company		22 A. Winter.
23	policies?		23 Q. And I was going to get to this later, but
24	A. On this particular case?		24 I'll ask now to clarify. Do you still use these
25	Q. At all.		25 constables today in general terms?
		Page 59	Page 61
1	A. That's a vague, broad question.		1 MR. PRICE: Object to form.
2	Q. Yeah, I can ask it individually, but it		2 Q. (BY MR. STEPHENSON) Do you understand the
3	doesn't seem to make sense to do.		3 question?
4	A. If so, on a rare occasion.		4 MR. PRICE: I don't know who you mean by these
5	Q. Okay.		5 constables.
6	A. Good people doing --		6 MR. STEPHENSON: Oh.
7	Q. None of these people were fired for violating		7 Q. (BY MR. STEPHENSON) Does your firm still use
8	company policy?		8 Constable Erickson?
9	A. No.		9 A. No.
10	Q. Okay. Are any of these people related to		10 Q. Does your firm still use Constable Kolkman?
11	you?		11 A. No.
12	A. Jamie Devenesh.		12 Q. Okay. Does your firm use any constable for
13	Q. And she is your --		13 anything at this point?
14	A. She's my niece.		14 A. No.
15	Q. Niece. Does your sister work for your		15 Q. So when you say Shauna provides the emails or
16	company?		16 provides the writs of execution, that was in the past,
17	A. She does.		17 not now?
18	Q. And what is her name?		18 A. Correct.
19	A. That's Sydney.		19 Q. Okay. And that was all I wanted about that.
20	Q. Okay. You're the supervisor of all of these		20 So did Shauna provide writs of execution to
21	people?		21 Erickson and Kolkman or just Kolkman?
22	A. Not the direct supervisor, but overall, yes.		22 A. I can't answer that. I don't remember the
23	Q. There's a chain of command between you and		23 timing of -- to give you a correct answer.
24	some of them?		24 Q. Yeah.
25	A. Yes.		25 A. I don't remember.

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1	Q. There is a timing problem. Not problem, but	1	A. I do know the name John Sindt.
2	there is a distinction because -- well, I want to get	2	Q. Who is John Sindt?
3	to that later.	3	A. I believe he was a constable at Utah County
4	Melissa Kerby, she provided this one, this --	4	Constables and I think he's retired now.
5	in this case this writ of execution that we'll get to	5	Q. Did you ever have communications with John
6	in a minute, to Erickson?	6	Sindt? You personally?
7	A. I think so. I think she was the one doing	7	A. Not at -- not at this firm, no. Previously
8	writs of execution at that time.	8	in my collection experience, yes.
9	Q. I have here a question that I don't	9	Q. Okay. And what was that previous collection
10	understand. Who's Jennifer Wright?	10	experience?
11	A. I don't know who that is.	11	A. I worked for Check Net.
12	Q. Okay. We may come back to that, I may not.	12	Q. I thought you owned Check Net.
13	When Melissa Kerby was -- okay. Melissa	13	A. My family did.
14	Kerby was -- was she the only one providing writs of	14	Q. Oh, okay. And so when you worked for Check
15	execution to Constable Erickson at the time, back in	15	Net, you specifically had dealings with John Sindt?
16	2018, 2019, 2020?	16	A. Not me specifically, but I remember the
17	A. I think so.	17	attorney at the time had sent writs to John Sindt.
18	Q. And do you know how often she was sending	18	Q. And the attorney for Check Net, who was that?
19	writs of execution to the constables or to Constable	19	A. Kevin Richards.
20	Erickson?	20	Q. And he would send writs of execution to John
21	A. There was no set schedule. Just when they	21	Sindt?
22	were signed by the court.	22	A. I believe so. Again, I don't remember the
23	Q. Would she send them individually or in	23	timing of when they -- when it changed -- they changed
24	batches?	24	hands, but Utah County Constables is a fair statement.
25	A. I would believe she would send them in	25	Q. Okay. Yeah, and at some point you know that
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1	batches.	1	it was taken over by Erickson?
2	Q. Do you know how many she sent in a given time	2	A. Yes.
3	frame, a year?	3	Q. And then later Utah County Constables,
4	A. It was sporadic. I don't have an answer for	4	Michael Erickson decided to retire or something, and
5	that.	5	gave the writs of execution job to Kolkman; is that --
6	Q. Do you know how many total your firm -- of	6	A. Yes.
7	writs of execution your firm has sent to Constable	7	Q. And that was 2023?
8	Erickson and Kolkman?	8	A. I don't remember. Some were '22, '23. We're
9	A. I think we reviewed that yesterday. I think	9	in the ballpark there.
10	that was one of our answers in the admissions and I	10	Q. And so your firm shifted along with when
11	think from 2019 to somewhere in 2024 there was 600 in	11	Erickson said we're not going to do these anymore,
12	that time span. In a certain amount of time beyond	12	we're sending them to Kolkman, your firm went and
13	that, I can't -- I can't recall.	13	shifted too?
14	Q. When did your firm start sending writs of	14	A. That's a fair statement, yes.
15	execution to Michael Erickson?	15	Q. And did Erickson -- did Kolkman's office do
16	A. Gosh, at least since 2014. I believe it was	16	anything different than Erickson's office, in your
17	Erickson at the time. Utah County Constables, let's be	17	perspective?
18	more broad. We would send it to Utah County	18	A. Not that I'm aware of. Some contacts changed
19	Constables. I don't remember the timing of their	19	of who we were to contact and send the writs to, but,
20	change in ownership.	20	otherwise, I don't know of any changes.
21	Q. Do you know who the constable was when you	21	Q. Okay. Is that Corey? Do you know Corey
22	first started sending writs of execution to Utah County	22	Revill?
23	Constables?	23	A. That name's familiar.
24	A. I think it was Erickson at that time.	24	Q. He's one of the contacts that you would
25	Q. Do you know the name John Sindt?	25	contact with the writs?

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1	A. I didn't have a lot of communication with --	1	A. What the constables -- I only know what the
2	with the constables myself.	2	constables send me.
3	Q. And who did? Did I already ask that? Was	3	Q. Well, let's go back to general terms though.
4	that Melissa Kerby? I forgot.	4	Generally speaking, you don't execute the writs of
5	A. Yeah.	5	execution?
6	Q. <u>Melissa Kerby?</u>	6	A. I don't.
7	A. That's correct. I don't know who Jennifer	7	Q. You're not allowed to execute the writs; you
8	Wright is. You were going to say that. It sounded	8	have to -- you have to hire a sheriff or constable?
9	like you were going to say Jennifer. I don't know who	9	A. That's my understanding.
10	that is.	10	MR. PRICE: I'm going to object to form.
11	Q. I was. I think she worked for the	11	MR. STEPHENSON: Okay.
12	constables.	12	MR. PRICE: I think the term is vague with respect
13	A. Okay.	13	to the term hire.
14	Q. Okay. Do we need a break or anything or	14	MR. STEPHENSON: Oh, okay. I anticipated this
15	should we keep going?	15	issue because in your paperwork you also had a problem
16	MR. PRICE: Yeah, if could we take a short break.	16	with the word hire.
17	MR. STEPHENSON: Yeah. Let's take five, six,	17	Q. (BY MR. STEPHENSON) Tell me what it is --
18	seven minutes. Whatever.	18	what word I need to use to make this work.
19	THE WITNESS: Great.	19	A. Well, I don't -- I don't do it myself.
20	(Recess taken from 11:13 a.m. to 11:21 a.m.)	20	Q. Right.
21	Q. (BY MR. STEPHENSON) Before we went on break I	21	A. I give the writ to the constables to do what
22	was shifting gears, so let's go to this specific case,	22	the constable does to execute.
23	the details. Let's get to the writ of execution. You	23	Q. Okay. I used the word hire because it's the
24	remember requesting a writ of execution against my	24	one that makes the most sense to me. If I have a
25	client?	25	plumber come in and fix the sink, I'm hiring him to do
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1	A. I do.	1	that. Do you agree with that?
2	Q. And the judge granted that writ of execution?	2	A. In those terms, but I'm giving the writ. I'm
3	A. That's correct.	3	giving the writ to the constable.
4	Q. So in general terms tell me what specifically	4	Q. Okay. When you -- when you send a summons
5	is a writ of execution.	5	and a complaint to a process server, is that the same
6	A. A writ of execution, the general idea is to	6	thing? You're not hiring that person to do anything
7	be able to seize personal property and sell it to	7	for you, you're just giving them a paperwork and
8	satisfy the judgment.	8	they're just doing something?
9	Q. And that's a creature of the Rules of Civil	9	A. Yes.
10	Procedure?	10	Q. And I'm not allowed to say that that's hiring
11	A. I believe so, yeah. Yeah, Rule 64 I believe.	11	someone?
12	Q. Okay. So to be specific, a writ of execution	12	A. I wouldn't characterize it like that, no.
13	is a court order that allows you to take a debtor's	13	Q. Okay. Can you tell me what word I can plug
14	property to satisfy the judgment?	14	into this to make it work?
15	A. Yes.	15	A. Give it to them, deliver it to them.
16	Q. Contrast that with a writ of garnishment.	16	Q. Okay.
17	That would be -- allow you to seize property in	17	A. Provide it to them.
18	someone -- that someone else is holding?	18	Q. Why don't we do this. If you're willing, let
19	A. Yes.	19	me use the word hire, then you can have a standing
20	Q. And when you hold the sale, the property is	20	objection to that word and concept.
21	sold, that money goes toward the judgment first? Well,	21	MR. PRICE: Okay. I think that makes sense.
22	no, not first, it goes towards the cost first?	22	Let's just have a standing objection. And my concern
23	A. When the -- let's clarify, let's break that	23	is I don't want any connotation that would concede to
24	down.	24	the term hire with respect to that means that there's
25	Q. Okay.	25	agency and that's what it means.

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1 MR. STEPHENSON: Yeah, I get that. I get that. I
2 want to ask questions on that, we'll go down that road,
3 but to me it just makes more sense that you're hiring
4 this person the same as you're hiring a process server
5 to do the job -- to do something.

6 Like you would hire anyone, like a plumber.
7 I mean, it's a really good example. It's the same
8 thing to me. So let's proceed in that regard with your
9 standing objection.

10 MR. PRICE: Yeah, with that standing objection
11 because to me it's two different things.

12 MR. STEPHENSON: Okay. So I will try to use other
13 words.

14 Q. (BY MR. STEPHENSON) Okay. In general terms,
15 you give a writ of execution to a sheriff or a
16 constable, and that's the starting point; right?

17 A. Yes.

18 Q. And their job is to seize and sell the
19 property?

20 A. Again, what they do beyond that, I really --
21 I don't know. The constables do what the constables
22 do.

23 Q. Okay. In terms of -- okay. Have you ever
24 hired -- has your firm ever hired a constable other
25 than Kolkman and Erickson that you know of, or Utah

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1 going to do when you gave them the writ of execution?

2 A. To execute on the writ.

3 Q. Okay. And, now, so the word execute the writ
4 is something more than serving the writ; correct?

5 A. I really don't know.

6 Q. Okay. In a normal -- in your understanding
7 of writs of execution, what is the process that is
8 normally followed or that you -- let me give you an
9 example of what I'm asking.

10 There are steps to it. The writ is first
11 served on the debtor; correct?

12 A. They would give us a return of service, so I
13 don't know if that was hand delivered or sent through
14 the mail, I don't know which, but we would get a return
15 of service.

16 Q. Do you know if mailing a writ of execution
17 counts as proper service?

18 A. I don't know.

19 Q. And do their writs -- do their returns of
20 service indicate whether they were mailed or hand
21 delivered?

22 A. I don't recall.

23 Q. Either way, you would still file it with the
24 court?

25 A. Yes.

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1 County Constables specifically, to execute writs of
2 execution?

3 A. I don't think so.

4 Q. And your understanding of a writ of execution
5 is that -- you've already mentioned that it's to take
6 the property and sell it to satisfy the judgment?

7 A. I think that's how the law reads. What they
8 do beyond that, I don't know. And I could be wrong on
9 that too. Again, I'm not -- I haven't read the rule
10 for a long time. I don't know -- that's their
11 authority.

12 Q. Okay. So what did you hire Erickson and
13 Kolkman to do in this specific case?

14 A. To execute on the writ issued by the court.

15 Q. Okay. And when you say the words execute the
16 writ, you mean seize the property and sell it at
17 auction?

18 A. Whatever they do.

19 Q. Okay. What did you expect them to do?

20 A. I think I already stated that. Whatever they
21 do.

22 Q. Well, I object to that answer because it's
23 nonresponsive. I think it's too generic and too
24 confusing to me.

25 What specifically did you think they were

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1 Q. And to you, when they give you the return of
2 service, what did that mean? That they were delivered
3 the writ of execution?

4 A. Yes.

5 Q. Did it indicate to you that they had seized
6 property?

7 A. I don't believe it would state that, but I
8 don't recall.

9 Q. Well, when --

10 A. It just shows -- again, it gives a date
11 provided the writ of execution, proof of service.

12 Q. Okay. And what happens after you file the
13 writ of, I'm sorry, the return of service with the
14 court? What happens next?

15 MR. PRICE: Objection --

16 THE WITNESS: File it.

17 MR. PRICE: -- vague.

18 Q. (BY MR. STEPHENSON) Go ahead.

19 A. My office does nothing.

20 Q. Nothing. Okay. And what is your office
21 waiting for if it's doing nothing?

22 A. Well, it's in the constable's hand at that
23 point.

24 Q. Okay. What is your office -- your office
25 stops collecting, doesn't make anymore phone calls,

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1	send anymore letters?		
2	A. Right.		I think we just -- if it's just for a objection to the
3	Q. Okay. So what is it -- what is it waiting		writ, it's just scheduled for a hearing.
4	for the next thing to happen?		Q. Okay. And you say seldom. Do you know --
5	A. For the constable to execute on the writ to		can you quantify that more specifically? How many
6	satisfy the judgment.		times a year does someone object to a writ of
7	Q. And you can -- and are you able to articulate		execution?
8	what you mean by executing the writ to satisfy the		A. Less than one time.
9	judgment specifically?		Q. And can you remember what happens in -- or
10	MR. PRICE: Objection; asked and answered.		what happened in the last hearing that you had on the
11	Q. (BY MR. STEPHENSON) Is it your testimony that		objection?
12	you have no idea what's supposed to happen next?		A. I don't remember specifically, no.
13	A. I really don't know what they do. That is my		Q. Can you remember any of these hearings going
14	testimony.		back, any of them at all?
15	Q. Okay. But is it your testimony you don't		A. If there's going to be a hearing, the
16	know what's supposed to happen next?		defendant issues the judgment itself.
17	A. To satisfy the judgment.		Q. Would that be a different motion though, a
18	Q. Okay. Are you aware that Rule 64E and		motion to vacate?
19	Rule 64, and I think Rule 69A, whatever, the rules as		A. If they were to file it, that would be a
20	far as executing a writ, they allow the debtor 14 days		different motion, but that's -- that's not what we're
21	to object?		talking about here. You --
22	A. I don't know the specifics, I don't recall,		Q. Right.
23	but I do know in our writ, our writ packet, let's call		A. -- specifically asked about request for --
24	it the packet, there is a request for hearing. And if		Q. Yeah.
25	that's 14 days, then that's -- I believe that's where		A. If they object to the -- to the writ.
			Q. Okay. And so you're not familiar with the
		Page 75	Page 77
1	that would be.		process of what happens when you -- when a constable is
2	Q. Okay. So your firm gives a writ of execution		given -- in a general sense. Not these guys, in a
3	packet to the constables?		general sense, what is the process supposed to be? Do
4	A. That's signed by the court, yes.		you have any familiarity with that process?
5	Q. That includes the execution -- or the writ of		A. I don't know what -- tell me more.
6	execution signed by the court; yes?		Q. And I'll give you an example. When a lawyer
7	A. Yes.		executes a writ of execution, normally we give the writ
8	Q. The reply and request for hearing, whatever		to the constable.
9	it's called?		A. Mm-hm.
10	A. Yes.		Q. The con -- is that a yes?
11	Q. That's so the debtor can object?		A. Yes.
12	A. I believe so, yes.		Q. The constable then seizes the property; yes?
13	Q. 14 days is the time they have, according to		MR. PRICE: Objection; lack of foundation.
14	your paperwork?		Q. (BY MR. STEPHENSON) But if you don't know,
15	A. If that's what it says, I'm going to rely on		that's okay, just --
16	you telling me that. I don't -- I don't recall.		A. I don't know.
17	Q. Okay. What happens when a debtor objects?		Q. Okay. So my understanding is the constable
18	A. I believe they file a request for hearing		first would execute the writ by handing it to the
19	with the court.		person and taking their property into possession that
20	Q. And then you do what? How do you respond?		day. Is that not your understanding?
21	A. The court will set up for a hearing and we'll		A. I don't know that to be.
22	appear at the hearing.		Q. Okay. And then the person has 14 days to
23	Q. Do you file any paperwork opposing the		object, then the court holds the hearing. Your
24	objection?		understanding -- you agree with that?
25	A. That happens so seldom. I don't believe so.		A. I understand the hearing, yes.

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1	Q. Okay. And then the court decides if that	1	Q. Do you notify the court then when you receive
2	property can be sold or not, but if there's no	2	that?
3	objection, the property is sold at auction. Do you	3	A. The funds?
4	know that part of it?	4	Q. Yeah.
5	A. Again, if there's no objection, I don't see	5	A. No.
6	what the constables do. So my only involvement is if	6	Q. Only when it fully pays the judgment?
7	there is an objection and a hearing is scheduled.	7	A. Yes. Once the judgment's satisfied, yes.
8	Q. Okay. Tell me about the garnishment process	8	Q. And then you'll file a satisfaction of
9	when you're garnishing wages. Let's walk me through	9	judgment?
10	the steps of that. When you send a writ of garnish,	10	A. Yes.
11	you first obtain the writ from the court?	11	Q. And are you the one that handles these writs
12	A. Yes.	12	of garnishment or somebody else in your office?
13	Q. And you then send it to a constable or a	13	A. I approve the writs.
14	process server?	14	Q. And that includes both writs of garnishment
15	A. A process sever.	15	and writs of execution?
16	Q. And then they serve the writ of garnishment	16	A. Yes.
17	on the bank, usually, or whoever it is?	17	Q. And who handles sending the writs of
18	A. On the -- let's call it the garnishee.	18	garnishment to the process server?
19	Q. Garnishee, yeah.	19	A. Currently, right now, that is Bernice.
20	A. Yeah.	20	Q. Okay. Is she also the one that -- never
21	Q. And then the garnishee does what? What's the	21	mind. Let me strike that question.
22	next step?	22	Okay. Did I miss any of the steps that are
23	A. The garnishee puts the writ of garnishment in	23	involved in a writ of garnishment? Did we miss
24	place and they hold the assets that are in their	24	anything?
25	possession.	25	A. I think the only thing that was missed is the
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1	Q. And they hold while there's a period of time	1	return of service we get back from the process server
2	when the debtor can object?	2	and we file that with the court.
3	A. Yes.	3	Q. Okay. Okay. And now the writs of execution
4	Q. It's 21 days?	4	are somehow different in that you're not getting any
5	A. I believe it's 21 days.	5	information back from the constables like you are with
6	Q. And do people object to those?	6	the garnishments of -- like the employer's not
7	A. Yes.	7	responding to you. Now you're not getting a response
8	Q. More commonly than the writ of execution?	8	back; is that right?
9	A. Yes.	9	MR. PRICE: Object to form.
10	Q. How many writs of -- how many -- can you give	10	THE WITNESS: My testimony was that we get the
11	me a ballpark on how many people object to the writs of	11	return of service on the writ.
12	garnishment in a year for a given time frame?	12	Q. (BY MR. STEPHENSON) Yeah. And after that,
13	A. Less than once a month.	13	your firm doesn't get any -- you don't do anything
14	Q. Okay. Do you know how many of those -- how	14	else?
15	many writs of execution you send in a month?	15	A. That's correct.
16	A. I don't.	16	Q. But the constable -- the process is supposed
17	Q. Do you send more writs of garnishment than	17	to involve the sale of property; correct?
18	writs of execution?	18	MR. PRICE: Objection to the extent it seeks
19	A. Yes.	19	expert testimony, asked and answered.
20	Q. Okay. And when -- let's say there's no	20	Q. (BY MR. STEPHENSON) Can you answer?
21	objection to a writ of garnishment. What happens next?	21	A. I don't know.
22	A. The garnishee -- and let's just specifically	22	Q. If you don't know, then is it fair to say
23	talk about wages. The garnishee will hold wages,	23	that you -- when you gave the writs of execution to the
24	they'll hold it for 21 days, and then they'll send it	24	constables, that you did not expect them to seize the
25	to my office.	25	property and sell it at auction?

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1	A. I didn't say that.	1	A. That wasn't my testimony.
2	Q. Okay. Tell me then. What did you expect?	2	Q. But is it true? Is it true? If somebody
3	A. For them to execute on the writ. The	3	objected to a writ and said I object to this writ, you
4	constables do what the constables do.	4	wouldn't know whether it's valid or not because you
5	Q. Okay. But -- but that's a generic answer to	5	don't know the rules well enough?
6	a specific question. The constables do what the	6	MR. PRICE: Objection; incomplete and improper
7	constables do doesn't tell me what you expected them to	7	hypothetical.
8	do.	8	Q. (BY MR. STEPHENSON) Okay. Would you know
9	MR. PRICE: I'm going to object to the question.	9	what to do if they objected?
10	She's answered that question multiple times. You don't	10	A. If it attacks the judgment, yes.
11	like her answer, but that's her answer.	11	Q. Okay.
12	MR. STEPHENSON: Yeah, I don't. I object to her	12	A. Because you can't attack the judgment through
13	answer. It's nonresponsive.	13	an objection to the writ.
14	MR. PRICE: Well, it is responsive. You just	14	Q. Okay. And if they attack the writ itself,
15	don't like it. The fact that you don't like it is of	15	would you know what to do?
16	no moment. She's answered the question multiple times.	16	MR. PRICE: Objection; incomplete hypothetical.
17	MR. STEPHENSON: Yeah, and I keep objecting to it	17	THE WITNESS: In the sense if they said it was
18	as nonresponsive, which is appropriate, and I'm going	18	issued improperly, then I could argue that, but,
19	to keep asking until I get an answer, and I think we	19	otherwise, I don't -- I don't know where you're going
20	can do that --	20	with your hypothetical, so I can't answer that.
21	MR. PRICE: Well, if you're going to keep asking	21	Q. (BY MR. STEPHENSON) Okay. Do you know what
22	her, I'm going to terminate the deposition.	22	requirements -- what does the rule require with what
23	MR. STEPHENSON: No, no. We're okay. We're okay.	23	needs to be in the writ itself?
24	I think we can do this. I think we can help.	24	A. I can't recall that from memory.
25	Q. (BY MR. STEPHENSON) Does Rule 64E say	25	Q. Do you request writs of execution in all of
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1	anything about seizing and selling property? Or what	1	your cases?
2	are in the rules that are involved in writs of	2	A. No.
3	execution?	3	Q. What percentage of cases do you request a
4	A. I don't recall specifically.	4	writ of execution?
5	Q. Do you know what the rules say about posting	5	MR. PRICE: Objection; vague as to time frame.
6	the sale publicly?	6	MR. STEPHENSON: In the last five years.
7	A. I don't.	7	MR. PRICE: Objection; still vague as to time
8	Q. Do you know what the rules say about selling	8	frame. She's testified previously that they don't do
9	the debtor's property? Anything at all?	9	writs of execution internally.
10	A. I don't recall.	10	Q. (BY MR. STEPHENSON) Okay. You request writs
11	Q. Okay. Do you know anything about the fees	11	of execution from the court though? You have?
12	that a constable is allowed to collect in the process	12	A. I have, yes.
13	of executing a writ?	13	Q. And do you know what percentage of cases,
14	A. I don't.	14	when you were requesting those writs, what percentage
15	Q. And when you say the word executing a writ of	15	of cases you were requesting those writs in?
16	execution, you don't have an answer of what else that	16	A. I believe my earlier testimony is that from
17	means, even though when we talk about writs of	17	2019 to some date in 2024 you asked we had done 600,
18	garnishment, you know exactly the steps, one through	18	and so if we do that math backwards of how many suits,
19	whatever; correct?	19	I don't know what that math is, but I would say
20	A. That's correct.	20	that's -- that's very few.
21	Q. Okay. So if somebody objected and said this	21	Q. What criteria do you use, did you use when
22	writ is invalid, you wouldn't have any knowledge of how	22	you were determining whether to request a writ of
23	to -- whether it's -- whether it's invalid or not?	23	execution?
24	MR. PRICE: Objection; improper hypothetical.	24	A. If I couldn't or wasn't successful in doing a
25	Q. (BY MR. STEPHENSON) Go ahead.	25	writ of garnishment or collecting and otherwise in

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1 satisfying the judgment.	1 around anywhere, ever, and seen a posting of a writ of
2 Q. So the writ of execution was only considered	2 execution on a lamp post?
3 after you first tried to collect and, second, decided	3 A. No.
4 garnishment wouldn't work?	4 Q. Are you aware of who the auctioneer is at the
5 A. I think that's a -- that, in general terms,	5 sale?
6 yes. How we do it is we try to collect the judgment	6 A. No.
7 amicably, and if we can, that's great. If not, then	7 Q. Are you aware of the criteria for when
8 we'll issue a garnishment. And if we can't issue a	8 something can be sold and when something can't be sold
9 garnishment, then the writ would be -- would be the	9 under a writ of execution?
10 last thing.	10 A. I know there are objections, but I can't
11 Q. Have you ever hired -- or excuse me. Have	11 speak to those. I'm sorry, exemptions. There's
12 you ever used a sheriff to execute writs of execution?	12 exemptions, but I can't speak to those specifically.
13 A. Not that I can recall.	13 Q. You leave that up to the constable?
14 Q. Can you tell me why you never used a sheriff,	14 A. Correct.
15 you use constables instead? What's the process there?	15 Q. If you serve a writ of garnishment on
16 A. The attorney I worked for before, that's who	16 someone, whether it's a bank or employer, it doesn't
17 he used. That's how, as we talked before --	17 matter, on anyone, and they don't -- you get zero
18 Q. Kevin Richards?	18 response, what do you do next?
19 A. That's correct.	19 A. On a writ of --
20 Q. Were you aware in say 2018-2020, and whatever	20 Q. Garnishment.
21 time period you want to choose, were you aware that a	21 A. -- garnishment to the garnishee, employer, or
22 sheriff could execute a writ of execution?	22 a bank?
23 A. Yeah. I guess I would have been, yeah.	23 Q. Yeah.
24 Q. But traditionally you were used to the Utah	24 A. We would contact them directly. My firm
25 County Constable?	25 would.
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1 A. Yes.	1 Q. When you send a writ of execution to the
2 Q. It made sense to just to go with who you	2 constables and nothing -- you hear nothing back, what
3 knew?	3 do you do on those?
4 A. Yes.	4 A. We don't do anything.
5 Q. Who does the skip tracing? Your firm does	5 Q. You don't follow up like you do with a writ
6 that?	6 of garnishment?
7 A. My firm does skip tracing, yes.	7 A. Not with any -- anyone but the constable. If
8 Q. Do constables also do skip tracing?	8 we wanted an update, then we might ask the constable,
9 A. I have --	9 but that happened on a rare occasion.
10 MR. PRICE: Objection; lack of foundation.	10 Q. Okay. And what circumstances would you
11 THE WITNESS: I have no idea.	11 request an update from the constables?
12 Q. (BY MR. STEPHENSON) When a writ of execution	12 A. If they had already provided one.
13 is given to the constables, you aren't aware of when a	13 Q. Provided one what?
14 sale takes place?	14 A. An update.
15 A. I'm not.	15 Q. Oh.
16 Q. And you're not aware of when a sale is	16 A. That was your question though. At what point
17 advertised?	17 would you provide -- would you ask for an update?
18 A. I'm not.	18 Q. Yeah.
19 Q. You're not aware of when a sale is posted	19 A. And my answer was when they haven't provided
20 publicly?	20 one, meaning an update.
21 A. I'm not.	21 Q. Okay. And what responses do -- what kind
22 Q. You're not aware of where a sale might be	22 of -- when the constables do update you, what do they
23 publicly posted?	23 tell you happened?
24 A. No.	24 MR. PRICE: Objection; vague, overbroad.
25 Q. Have you ever -- have you ever been driving	25 Q. (BY MR. STEPHENSON) Well, we mentioned --

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1	we're talking about these updates. The constables --	1	A. Again, I can't talk specifics. Whatever they
2	let's go back. Constables would periodically update	2	do, whatever the constables do is what they do. They
3	your firm on their progress?	3	execute on the writ. I don't know the specifics.
4	A. Correct.	4	Q. Just have no idea? None whatsoever?
5	Q. And in those updates, what do they contain?	5	A. I don't.
6	A. Let's call it a status.	6	Q. Okay.
7	Q. And what are the statuses that they would	7	A. They're acting under their authority as a
8	give you for a particular -- let's make a list of each	8	constable.
9	status you can expect in an update from a constable.	9	Q. Okay. And that's kind of the problem we're
10	A. They might not be the exact terms, but in	10	having with this discussion and why we're hemming
11	generic terms, I've seen one notice of sale, I've seen	11	around it and kind of dancing here. But you -- so
12	something about a letter, and I've seen -- I can't -- I	12	you -- but when you give them the writ of execution,
13	can't remember. I'm trying to think of those	13	you don't limit their authority in any way?
14	spreadsheets, what they would say.	14	A. I expect them to follow the law.
15	Q. Do the constables ever call you to give the	15	Q. Of course, of course. But you don't tell
16	update?	16	them you better follow the law, here's a writ?
17	A. On a rare occasion. If there was something	17	A. And my clients don't say that to me either,
18	specific, but in general terms, no.	18	so.
19	Q. And who was the contact point for the	19	Q. Right. Right.
20	constable's communications with your firm?	20	A. Okay.
21	A. There was somebody in the office and then I	21	Q. You expect them to follow the law? That is
22	think -- somebody in the constable's office, and I	22	one thing --
23	don't know that person's name, and Mike Erickson. I	23	A. That's correct.
24	remember hearing his name paged. And Corey is another	24	Q. -- you do expect?
25	familiar name.	25	A. I do expect them to stay within their
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1	Q. And your contact in your firm with those guys	1	authority.
2	was -- was --	2	Q. Okay. But do you also -- is it fair to say
3	A. Melissa.	3	you expect them to communicate with the debtor in some
4	Q. Melissa.	4	way, because they're going to serve the debtor, that's
5	Were you ever involved in these updates?	5	communication?
6	A. Not me specifically, no. And it was usually	6	A. Serving the debtor, I would consider that
7	through email.	7	some sort of communication, yes.
8	Q. And that's because they provided lists of	8	Q. Okay. And if a sale was to occur, you expect
9	each case and what was going on?	9	them to carry that out honorably and, what's the word,
10	A. That's my understanding, yes.	10	without lying?
11	Q. Okay. And so --	11	A. Yes.
12	A. Not what was going on specifically, but	12	Q. Okay. And who does the asset search? Do you
13	whatever one of those statuses were.	13	do that before you send a writ to them or do the
14	Q. So let me just be clear on this. When you	14	constables do that or do you no know?
15	give -- when you give the writ to the constables, your	15	A. I don't do that.
16	firm stops communicating, stops collecting with the --	16	Q. Your firm doesn't do that either?
17	with the debtor, stops collecting from the debtor,	17	A. No.
18	stops negotiating, all of it, a hundred percent?	18	Q. Skip tracing. Does your firm do that before
19	A. Yes.	19	they send it to the constable?
20	Q. Okay. And all of that is then handled by the	20	A. Sure, yeah, we do some skip tracing.
21	constable?	21	Q. Do you know whether or not the constable did
22	A. Yes.	22	any skip tracing?
23	Q. So when you give the writ to the constables,	23	A. I don't. I would imagine they would, but I
24	you're expecting them to communicate with the	24	don't know the specifics on that.
25	plaintiff; yes?	25	Q. Okay. And then how do you compensate the

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1	constables for their work?	1	A. In general terms, yes.
2	A. I don't know how they're compensated.	2	Q. Okay.
3	They -- they charge a certain fee and they keep that	3	A. I think any human being would probably say
4	before they send any funds to us. So I don't know how	4	that.
5	they're -- how they're compensated.	5	Q. Okay. So when you -- let's just go down this
6	Q. Your firm doesn't pay them directly?	6	road and hold on tight. When you give the writ of
7	A. We don't.	7	execution to the constable, you don't give them any
8	Q. So -- okay.	8	instructions on what to do?
9	A. Let's go backwards on that, Eric. I think if	9	MR. PRICE: Objection; asked and answered.
10	there's an opportunity where they were not able to	10	THE WITNESS: I don't have that authority, no.
11	serve the writ and they return it back to us, I think	11	Q. (BY MR. STEPHENSON) Okay. Well, when you
12	they would ask for a fee from us, but I think that's	12	give a summons to a constable, you might give them some
13	only in the case they were unable to serve the writ.	13	instructions like this guy works at so and so, try
14	Q. Okay. I'm concerned about that because -- so	14	there first; right?
15	let me get -- just because it's confusing.	15	A. It's on -- it's on the cover sheet.
16	If -- if -- so if the constable is -- he	16	Q. Yeah, you might type in some instructions on
17	tries to serve the writ of execution and he fails, he	17	how to find the person better or if you know where they
18	asks for a fee from you?	18	work or where they frequent?
19	A. I think so. I think that's the only time,	19	A. It would be on the cover sheet, yes.
20	yes.	20	Q. Okay. And when you give the writs of
21	Q. Do you know how much that fee is?	21	execution to the constables, you don't do that?
22	A. I don't.	22	A. I think they also go with a cover sheet.
23	Q. Does your firm ever threaten to seize and	23	Q. Okay. And that cover sheet might include
24	sell a person's property when it doesn't intend to	24	instructions then on how to find somebody -- or what
25	actually seize and sell a person's property?	25	would they include?
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1	A. No.	1	A. Contact information.
2	Q. And the reason for that is because that would	2	Q. Okay. But not how to seize the property?
3	be deceptive and illegal under the FDCPA?	3	A. No.
4	A. Yes.	4	Q. You wouldn't tell them where to store the
5	Q. Okay. One of the words -- let me ask you	5	property?
6	this. How do you feel, you personally or your firm,	6	A. No.
7	you choose how you want to answer this. How does --	7	Q. You wouldn't tell them what property to take?
8	how does your firm and you perceive the notion that --	8	A. No.
9	trying to think of how to ask this question.	9	Q. Did the constables do anything in this case
10	In a previous deposition the constable	10	outside of what you told them to do?
11	characterized seizing and selling a person's property	11	MR. PRICE: Objection. Object to form, lack of
12	as devastating to a person. Do you agree with that;	12	foundation.
13	that it would be devastating to have their personal	13	THE WITNESS: I gave them the writ to execute on.
14	property seized and sold at auction?	14	Q. (BY MR. STEPHENSON) Right. And they didn't
15	A. So this is a hypothetical?	15	do anything -- like they didn't take my client's cat?
16	Q. It is.	16	A. I don't think so.
17	A. And you're just asking my opinion?	17	Q. Did the constables -- have they ever -- have
18	Q. Yes.	18	they ever done anything that violated the authority you
19	A. I think that would be -- that could be	19	granted to them to execute the writs? Can we at least
20	considered devastating to some people.	20	agree on that one? That you authorized them to execute
21	Q. The constable -- I'm trying to figure out if	21	the writs?
22	you're on the same page with the constable that	22	A. Yes.
23	collecting a payment from a person, a hundred bucks or	23	Q. Okay.
24	whatever, is less devastating than seizing and selling	24	A. I didn't give them -- their authority is
25	all their property. Do you agree with that?	25	under the law. I didn't give them any authority. I

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<p>1 assigned it to them. Their authority is not from me.</p> <p>2 Q. Okay.</p> <p>3 A. Their authority is under the law.</p> <p>4 Q. Why did you fire the constables?</p> <p>5 MR. PRICE: Object to form.</p> <p>6 Q. (BY MR. STEPHENSON) Go ahead.</p> <p>7 A. I didn't fire the constables. You sued me, so I stopped requesting them from the court.</p> <p>8 Q. So you didn't just stop using Constable</p> <p>9 Erickson and Constable Kolkman, you stopped getting</p> <p>10 writs of execution completely?</p> <p>11 A. That's correct.</p> <p>12 Q. Are you aware of any constables -- never</p> <p>13 mind. Let me strike that.</p> <p>14 All right. Let's just get this in there now.</p> <p>15 We'll do it Exhibit No. 1.</p> <p>16 (Exhibit 1 marked.)</p> <p>17 Q. (BY MR. STEPHENSON) Okay. Do you recognize</p> <p>18 Exhibit 1?</p> <p>19 A. I do.</p> <p>20 Q. Tell me what that is.</p> <p>21 A. This is the valid writ of execution signed by</p> <p>22 the court.</p> <p>23 Q. Okay. You threw in the word valid. What was</p> <p>24 that for?</p>	<p>Page 98</p> <p>1 recite that, no, but I did draft this and sign it</p> <p>2 before it was -- or signed the application before it</p> <p>3 was submitted to the court.</p> <p>4 Q. And this is a template?</p> <p>5 A. It is a template, yes.</p> <p>6 Q. And so all of your writs contain the</p> <p>7 paragraph starting with "You are commanded to collect</p> <p>8 the judgment?" That same --</p> <p>9 A. Can you tell me where you're looking.</p> <p>10 Q. The bottom.</p> <p>11 A. Oh, yes.</p> <p>12 Q. "You are commanded to collect the judgment."</p> <p>13 That entire paragraph is standard in all of your writs</p> <p>14 or most of them anyway?</p> <p>15 A. I believe so, yes. I took this off the</p> <p>16 court's -- the court's forms.</p> <p>17 Q. Okay. And the reason I'm asking this</p> <p>18 question is because the rule -- I'm just going to tell</p> <p>19 you the rule requires specificity in what specific</p> <p>20 things you can take, but this is generic. It says TVs,</p> <p>21 stereos, electronic equipment, farm equipment, for</p> <p>22 crying out loud; right? But is it your testimony that</p> <p>23 you think this follows the statute?</p> <p>24 A. Yes.</p> <p>25 Q. Okay. Your testimony is that you're not</p>
<p>1 A. I could just see the court's stamp up here</p> <p>2 (indicating).</p> <p>3 Q. Okay. Are you testifying that this writ of</p> <p>4 execution is valid?</p> <p>5 A. I am.</p> <p>6 Q. Okay. And why do you say it's valid? Why do</p> <p>7 you claim that?</p> <p>8 A. It's got the court's stamp up here with the</p> <p>9 date that it was signed (indicating).</p> <p>10 Q. Okay. But the court stamp up there means it</p> <p>11 was entered by the court, it doesn't mean the court --</p> <p>12 it doesn't -- do you have a court order that looked --</p> <p>13 where another court or any court looked at this writ of</p> <p>14 execution and said this is valid?</p> <p>15 A. I guess no.</p> <p>16 Q. Okay. The court approved this writ though?</p> <p>17 A. Correct.</p> <p>18 Q. Okay. That's an important distinction</p> <p>19 because I want to ask you some questions about it.</p> <p>20 A. Okay.</p> <p>21 Q. Are you -- I've already asked you on the</p> <p>22 rules. You're not familiar with what specificity is</p> <p>23 required to be in a writ of execution; correct?</p> <p>24 A. I drafted the writ, and when I drafted it, I</p> <p>25 was very aware. To say that I read it recently and can</p>	<p>Page 99</p> <p>1 required to be more specific in finding out what</p> <p>2 property a person owns before you request a writ?</p> <p>3 A. If you -- if you know specifically, then you</p> <p>4 can add that is my understanding, but to use -- to ask</p> <p>5 for personal property I believe is correct.</p> <p>6 Q. And this total balance due says \$2606.18. Is</p> <p>7 that -- did I read that right?</p> <p>8 A. Yes, that's what it says.</p> <p>9 Q. And that's what the balance is after the</p> <p>10 principal amount and the fees are all included?</p> <p>11 A. That's what it says.</p> <p>12 Q. Right. But is that accurate?</p> <p>13 A. I think so, yes.</p> <p>14 Q. Okay. So the number the court approved was</p> <p>15 \$2,606.18?</p> <p>16 A. Correct.</p> <p>17 Q. I want to be sure we're clear on this, and</p> <p>18 we've talked about Erickson when you hired him, you</p> <p>19 expected him to not break the law. The same is true</p> <p>20 with Kolkman; right?</p> <p>21 A. Yes.</p> <p>22 Q. And the same is true with Kolkman as far as</p> <p>23 giving him instructions on what to do? You didn't give</p> <p>24 him any instructions?</p> <p>25 A. Yes, correct.</p>

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1	Q. And you don't know what Kolkman did either	1	constables before I got involved?
2	after you gave him the writ?	2	A. I don't recall any specific conversations,
3	A. I don't.	3	no.
4	Q. Okay. And let's be clear on that. Did you	4	Q. Has anyone ever complained to you -- other
5	give Kolkman the writ or did Erickson give him the	5	than me and my clients, has anyone ever complained to
6	writ?	6	you about the constables' efforts to collect debt?
7	A. Erickson gave Kolkman the writ, but we were	7	A. No.
8	notified of that.	8	Q. Okay.
9	Q. Okay. In writing?	9	A. Not that I can recall.
10	A. I think they called on the phone.	10	Q. That's fair. Okay.
11	Q. And they just --	11	I got to be clear on this. Is it your
12	A. I don't know. I don't remember specifically.	12	testimony that you did not know the constables were
13	Q. Did they speak to you?	13	collecting payments on your behalf?
14	A. No.	14	A. I knew they would send payments.
15	Q. To Melissa?	15	Q. Okay.
16	A. Most likely, yes.	16	A. How they set that up, I don't know.
17	Q. Does Melissa know more about what the	17	Q. Okay. Let's do this. You knew the
18	constables were doing than you do?	18	constables were sending you payments?
19	A. I don't think so.	19	A. They were sending me money, yes.
20	MR. PRICE: Objection; lack of foundation.	20	Q. Okay. Sending money. And you knew that
21	Q. (BY MR. STEPHENSON) Do you know how many	21	money was less than the judgment amount?
22	other -- do you know of any -- do you know of any other	22	A. Yes.
23	law firms the constables were also executing writs of	23	Q. And you knew that money was -- you knew they
24	execution for?	24	were sending multiple payments from some consumers?
25	A. Yes.	25	A. Yes.
Page 103		Page 105	
1	Q. And what are -- who are those other firms?	1	Q. And you never asked why they were sending
2	A. I think only two. Quinn Kofford and Mark	2	partial payments?
3	Olson.	3	A. No.
4	Q. So Mountainland Collections and Olson Shaner;	4	Q. And you never asked why they were sending
5	is that right?	5	repeated payments consecutive, a month here, a month
6	A. Yes. Well, Mountainland is the collection	6	there?
7	agency. Quinn Kofford is the attorney.	7	A. No. I don't know how they got the money.
8	Q. And Mark Olson is the attorney for Olson	8	Q. And do you know how much of the payments they
9	Shaner?	9	were giving you, how much they kept for themselves?
10	A. Yes.	10	A. I don't.
11	Q. Have you ever communicated with Quinn or Mark	11	Q. You never asked for an accounting of the
12	Olson or anybody from those firms about this?	12	money?
13	A. About this particular case?	13	A. No.
14	Q. About the writs of execution situation. Not	14	Q. What about notifying the court? Did you ever
15	necessarily this case, but in general.	15	notify the court of these payments?
16	A. Yes.	16	A. Once the -- once the judgment was satisfied.
17	Q. And what's -- what did -- well, tell me about	17	Q. And in those cases that the judgment was
18	those conversations. What happened in those	18	satisfied, how did you calculate the amount that was
19	conversations with Mark Olson and Quinn Kofford?	19	needed to satisfy the judgment?
20	A. We talked about you suing us.	20	A. I calculated what they sent me.
21	Q. Okay. But, I mean, before I sued, before you	21	Q. What the constables gave you?
22	knew I was involved, did you talk to these guys	22	A. Correct.
23	beforehand?	23	Q. So if the debtor paid the constables more
24	A. No.	24	than the constables paid you, that was not included in
25	Q. Did you know they were using the same	25	your calculation for determining whether the judgment

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<p>Page 106</p> <p>1 was satisfied?</p> <p>2 A. The constables add what they can per statute.</p> <p>3 Again, all their authority comes from the court or the</p> <p>4 laws, the county. I have no idea what they're adding.</p> <p>5 Q. That doesn't quite answer the question</p> <p>6 though. I get what you're saying, that they add what</p> <p>7 they want, essentially, according to the law, but you</p> <p>8 assume that they're -- let's go back.</p> <p>9 You assume they're adding what the law says</p> <p>10 they can add, but you don't know if they're adding</p> <p>11 more?</p> <p>12 A. Correct.</p> <p>13 Q. They could be -- they could be doubling debt</p> <p>14 for all you know, and you wouldn't know?</p> <p>15 A. I have no idea.</p> <p>16 Q. Right. So -- so the amount you -- when you</p> <p>17 tell -- when you calculate what amount is needed to</p> <p>18 satisfy the judgment, it does not include whatever the</p> <p>19 payment -- whatever the constables kept in their own</p> <p>20 pocket?</p> <p>21 A. That's correct.</p> <p>22 Q. So the constables sent you payments. How</p> <p>23 many times did the constables send you a notice or</p> <p>24 documentation of a sale?</p> <p>25 MR. PRICE: Objection; compound.</p>	<p>Page 108</p> <p>1 A. I never -- I never saw a notice of sale.</p> <p>2 Q. Okay. And that includes both Erickson and</p> <p>3 Kolkman?</p> <p>4 A. Yes.</p> <p>5 Q. And did they ever provide -- at any time did</p> <p>6 either one of them ever give you an inventory of the</p> <p>7 property they seized?</p> <p>8 A. No.</p> <p>9 Q. At any time did Kolkman or Erickson ever send</p> <p>10 you any documentation of seizing property in any form?</p> <p>11 A. Not that I can recall, no.</p> <p>12 Q. Okay. And did you ever ask them why they</p> <p>13 weren't selling the property?</p> <p>14 A. No.</p> <p>15 Q. Did you ever ask them why they weren't</p> <p>16 seizing property?</p> <p>17 A. No.</p> <p>18 Q. What did you think they were doing then if</p> <p>19 you knew they weren't seizing or selling property, but</p> <p>20 they were collecting payments? You agree that you knew</p> <p>21 that; right?</p> <p>22 A. I knew they were collecting payments, yes.</p> <p>23 Q. Okay. And you knew they were not seizing or</p> <p>24 selling property?</p> <p>25 MR. PRICE: Object to form; misstates her</p>
<p>Page 107</p> <p>1 Q. (BY MR. STEPHENSON) Did you -- can you answer</p> <p>2 it?</p> <p>3 A. Break it down into two questions.</p> <p>4 Q. Okay. I don't know that it is two questions.</p> <p>5 Did the constables ever send you notice of a sale?</p> <p>6 A. Not that I recall.</p> <p>7 Q. Okay. So out of 600, you can safely testify</p> <p>8 that you know none of them resulted in a sale?</p> <p>9 A. I don't recall seeing a notice of sale.</p> <p>10 Q. Okay. Objection; nonresponsive, but it was</p> <p>11 close. Can you say for certain that whether or not --</p> <p>12 you can't tell me any -- can you give me one example of</p> <p>13 any sales?</p> <p>14 A. I can't.</p> <p>15 Q. Okay. So you should be able to testify that</p> <p>16 your -- that, to your knowledge, zero sales occurred?</p> <p>17 MR. PRICE: Objection; lack of foundation. She</p> <p>18 answered the question. She said she's not aware, not</p> <p>19 to her knowledge. She can't testify beyond what she</p> <p>20 knows.</p> <p>21 MR. STEPHENSON: No, I'm not asking -- I'm really</p> <p>22 trying to ask it the right way and forgive me for my</p> <p>23 lack of ability. I'm really trying here.</p> <p>24 Q. (BY MR. STEPHENSON) To your knowledge, zero</p> <p>25 sales occurred? That's just.</p>	<p>Page 109</p> <p>1 testimony.</p> <p>2 Q. (BY MR. STEPHENSON) Did you believe they were</p> <p>3 seizing and selling property?</p> <p>4 A. I don't know. You asked if I ever saw a</p> <p>5 notice of sale. I never saw a notice of sale. I don't</p> <p>6 know if they were.</p> <p>7 Q. Okay. That's fair. But did you ever wonder</p> <p>8 if they were actually seizing or selling property? Did</p> <p>9 it ever cross your mind that they might not be?</p> <p>10 A. I didn't.</p> <p>11 Q. You didn't think about it at all?</p> <p>12 A. I stay out of their business. They have</p> <p>13 their own authority.</p> <p>14 Q. Did Erickson or Kolkman do anything for the</p> <p>15 firm that was not part of executing the writs of</p> <p>16 execution?</p> <p>17 A. No.</p> <p>18 Q. You don't use Erickson or Kolkman to serve</p> <p>19 summons and complaints?</p> <p>20 A. I don't.</p> <p>21 Q. You didn't or never did use Erickson or</p> <p>22 Kolkman to serve subpoenas?</p> <p>23 A. No.</p> <p>24 Q. Did you ever use these two constables,</p> <p>25 Erickson or Kolkman, for serving writs of garnishment?</p>

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		Page 110	Page 112
1	A. No.		
2	Q. The only thing you used them for was to		1 recognize Exhibit 3?
3	execute the writs of execution?		2 A. This is something that you provided in your
4	A. Yes.		3 documents in the case.
5	MR. STEPHENSON: Let's do Exhibit 2.		4 Q. When was the first time you saw this
6	(Exhibit 2 marked.)		5 document?
7	Q. (BY MR. STEPHENSON) Do you recognize		6 A. When you provided it.
8	Exhibit 2?		7 Q. So you were not aware that Constable Erickson
9	A. I do.		8 mailed this letter to my client?
10	Q. Tell me what Exhibit 2 is.		9 A. No, I was not.
11	A. This is the proof of service from the		10 Q. And does this letter contain the FDCPA's
12	constable.		11 30-day notice of verification?
13	Q. And this is the constable's notice to you and		12 A. Not that I can see.
14	the court that he served the writ of execution on my		13 Q. And the balance that says is due is
15	client?		14 \$2,166.27. Do you see where it says that?
16	A. Yes.		15 A. That's what it says.
17	Q. And it says here, twice in fact, it says in a		16 Q. And that is not the balance due; correct?
18	really small paragraph where it's numbered No. 1, it		17 A. I don't know that.
19	says "I delivered the attached process to the above		18 Q. Okay. But if we go to the writ of execution,
20	named defendant."		19 Exhibit 1, the total due from the court is \$2,606.18.
21	Do you see that?		20 They're different right?
22	A. That's what it says.		21 A. The \$2,606.18 is the judgment balance on the
23	Q. And then down here it says Date Delivered:		22 top of what you've handed me, Exhibit 3.
24	December 19, 2018.		23 Q. Right. And the -- the constable added fees
25	A. That's what it says.		24 to that amount; correct?
			25 A. Looking at this, yes.
		Page 111	Page 113
1	Q. Okay. Does it say on here how this delivery		1 Q. He added a \$50 service fee. Do you know why?
2	occurred, whether in person or by mail?		2 A. I don't.
3	A. Not that I can see.		3 Q. He added a \$18 mileage fee. Do you know why?
4	Q. Do you know whether it occurred by in person		4 A. I don't.
5	or by mail?		5 Q. He added a \$44.09 commission. Do you know
6	A. I don't.		6 why?
7	Q. And you filed this with the court?		7 A. I don't.
8	A. I did.		8 Q. He added a \$20 notices fee. Do you know why?
9	Q. And you filed this with the court to notify		9 A. I don't.
10	the court that service of process of the writ of		10 Q. He added another \$18 for mileage to Post. Do
11	execution occurred?		11 you know why?
12	A. That's correct.		12 A. I don't.
13	Q. And you didn't pay Constable Kolkman to do		13 Q. And a sale notice fee of \$260. Do you know
14	this, to serve this writ of execution?		14 why?
15	A. I didn't.		15 A. I don't.
16	Q. When you say you didn't pay him, he was		16 Q. Do you know of any statute or regulation or
17	compensated for serving this writ of execution though?		17 rule that allows the constable to add these amounts
18	MR. PRICE: Objection; lack of foundation.		18 without getting them approved by a judge?
19	MR. STEPHENSON: Okay. Let's -- let's go down		19 A. I don't.
20	that road in a little while. Let's put that on hold.		20 Q. Do you know why -- do you know whether or not
21	THE WITNESS: Okay.		21 the constables actually earned any of these fees?
22	MR. STEPHENSON: Let's go through these really		22 A. I don't.
23	quick.		23 Q. You don't know whether he posted any mileage
24	(Exhibit 3 marked.)		24 -- or excuse me -- posted any notice of sales or
25	Q. (BY MR. STEPHENSON) Okay. Exhibit 3. Do you		anything like that?

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<p>1 A. I don't.</p> <p>2 Q. You have no idea what he did?</p> <p>3 A. Outside of their authority, I don't know</p> <p>4 anything that they did.</p> <p>5 Q. Well, no, no.</p> <p>6 A. Outside of what they're allowed to do, I</p> <p>7 don't.</p> <p>8 Q. Okay. I object; nonresponsive.</p> <p>9 Forgetting what their authority is, the only</p> <p>10 thing you know about the constables in this case is</p> <p>11 that you gave them the writ of execution and they</p> <p>12 collected payments from my client and gave those</p> <p>13 payments, partial -- part of those payments to you?</p> <p>14 A. That's what I know.</p> <p>15 Q. Nothing else?</p> <p>16 A. I don't know anything else.</p> <p>17 Q. Okay. Do you -- if this -- hypothetically,</p> <p>18 if this letter was the first communication a debt</p> <p>19 collector mailed to someone, would it violate the</p> <p>20 FDCPA?</p> <p>21 MR. PRICE: Objection; lack of foundation,</p> <p>22 incomplete hypothetical. This is not an expert</p> <p>23 witness.</p> <p>24 Q. (BY MR. STEPHENSON) But you can answer your</p> <p>25 opinion.</p>	<p>Page 114</p> <p>1 Q. And the date of Exhibit 3, if you go down to</p> <p>2 the teeny, tiny letters in the corner, she might have</p> <p>3 actually covered them accidentally, but -- did she not?</p> <p>4 It says the date of that letter was</p> <p>5 February 2nd, 2021, the same date as --</p> <p>6 A. It's very little.</p> <p>7 Q. Yeah.</p> <p>8 A. Yes.</p> <p>9 Q. You can see it?</p> <p>10 A. February 2nd, 2021.</p> <p>11 Q. And the payment is the same day?</p> <p>12 A. Yes.</p> <p>13 Q. How much of that hundred dollars did you</p> <p>14 receive?</p> <p>15 MR. PRICE: Objection; lack of foundation.</p> <p>16 THE WITNESS: I don't know.</p> <p>17 Q. (BY MR. STEPHENSON) When the constables send</p> <p>18 you payment, they don't send you an explanation or a</p> <p>19 breakdown of what was actually paid?</p> <p>20 A. They don't.</p> <p>21 Q. And you never asked them why?</p> <p>22 A. Nope.</p> <p>23 Q. And you never asked them to provide a better</p> <p>24 explanation?</p> <p>25 A. No.</p>
<p>Page 115</p> <p>1 A. If it was a collection notice, it doesn't</p> <p>2 have Mini Miranda on it if that's what you're asking.</p> <p>3 Q. Yes. It doesn't have the debt validation or</p> <p>4 the Mini Miranda?</p> <p>5 A. It does not.</p> <p>6 Q. Okay. And if these fees were not earned, but</p> <p>7 they were being collected here, that would violate the</p> <p>8 FDCPA as well?</p> <p>9 MR. PRICE: Same objections.</p> <p>10 THE WITNESS: Yes.</p> <p>11 MR. STEPHENSON: Let's do the next.</p> <p>12 (Exhibit 4 marked.)</p> <p>13 Q. (BY MR. STEPHENSON) Do you recognize</p> <p>14 Exhibit 4?</p> <p>15 A. I do from your exhibits.</p> <p>16 Q. This is not a document the constables</p> <p>17 provided before this case was filed?</p> <p>18 A. It's not.</p> <p>19 Q. And what does this document indicate to you?</p> <p>20 A. This looks like a receipt for payment from</p> <p>21 your client to the constable.</p> <p>22 Q. And the payment amount was \$100?</p> <p>23 A. Yes. That's what it says.</p> <p>24 Q. Paid on February 2nd, 2021?</p> <p>25 A. That's what it says.</p>	<p>Page 116</p> <p>1 Q. And the date of Exhibit 3, if you go down to</p> <p>2 the teeny, tiny letters in the corner, she might have</p> <p>3 actually covered them accidentally, but -- did she not?</p> <p>4 It says the date of that letter was</p> <p>5 February 2nd, 2021, the same date as --</p> <p>6 A. It's very little.</p> <p>7 Q. Yeah.</p> <p>8 A. Yes.</p> <p>9 Q. You can see it?</p> <p>10 A. February 2nd, 2021.</p> <p>11 Q. And the payment is the same day?</p> <p>12 A. Yes.</p> <p>13 Q. How much of that hundred dollars did you</p> <p>14 receive?</p> <p>15 MR. PRICE: Objection; lack of foundation.</p> <p>16 THE WITNESS: I don't know.</p> <p>17 Q. (BY MR. STEPHENSON) When the constables send</p> <p>18 you payment, they don't send you an explanation or a</p> <p>19 breakdown of what was actually paid?</p> <p>20 A. They don't.</p> <p>21 Q. And you never asked them why?</p> <p>22 A. Nope.</p> <p>23 Q. And you never asked them to provide a better</p> <p>24 explanation?</p> <p>25 A. No.</p>
<p>Page 115</p> <p>1 A. If it was a collection notice, it doesn't</p> <p>2 have Mini Miranda on it if that's what you're asking.</p> <p>3 Q. Yes. It doesn't have the debt validation or</p> <p>4 the Mini Miranda?</p> <p>5 A. It does not.</p> <p>6 Q. Okay. And if these fees were not earned, but</p> <p>7 they were being collected here, that would violate the</p> <p>8 FDCPA as well?</p> <p>9 MR. PRICE: Same objections.</p> <p>10 THE WITNESS: Yes.</p> <p>11 MR. STEPHENSON: Let's do the next.</p> <p>12 (Exhibit 4 marked.)</p> <p>13 Q. (BY MR. STEPHENSON) Do you recognize</p> <p>14 Exhibit 4?</p> <p>15 A. I do from your exhibits.</p> <p>16 Q. This is not a document the constables</p> <p>17 provided before this case was filed?</p> <p>18 A. It's not.</p> <p>19 Q. And what does this document indicate to you?</p> <p>20 A. This looks like a receipt for payment from</p> <p>21 your client to the constable.</p> <p>22 Q. And the payment amount was \$100?</p> <p>23 A. Yes. That's what it says.</p> <p>24 Q. Paid on February 2nd, 2021?</p> <p>25 A. That's what it says.</p>	<p>Page 117</p> <p>1 MR. STEPHENSON: Let's mark this next one.</p> <p>2 Q. (BY MR. STEPHENSON) Oh. And you never told</p> <p>3 constables to stop sending the letter marked as</p> <p>4 Exhibit 3?</p> <p>5 A. No. I never knew of the letter.</p> <p>6 Q. Okay. And so -- so you didn't approve it</p> <p>7 before they sent it; they just sent it on to her?</p> <p>8 A. Correct.</p> <p>9 (Exhibit 5 marked.)</p> <p>10 Q. (BY MR. STEPHENSON) Exhibit 5. Is this the</p> <p>11 -- did you know that constables sent this letter to my</p> <p>12 client before the lawsuit?</p> <p>13 A. Until the lawsuit, no. You provided us a</p> <p>14 copy of this.</p> <p>15 Q. So you didn't write this letter?</p> <p>16 A. I did not.</p> <p>17 Q. You didn't -- you didn't approve of this</p> <p>18 letter?</p> <p>19 A. I did not.</p> <p>20 Q. And this letter gives 10 days for my client</p> <p>21 to contact the constables to pay the debt; correct?</p> <p>22 A. That's what it says.</p> <p>23 Q. And you never told the constables to stop</p> <p>24 sending this letter to your debtors?</p> <p>25 A. No. I didn't know of the letter.</p>

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1	Q. And do you agree that this letter fails to	1	Q. Okay.
2	contain the Mini Miranda?	2	(Exhibit 7 marked.)
3	A. There is not a Mini Miranda on this notice.	3	Q. (BY MR. STEPHENSON) Same questions for
4	Q. So, in your opinion, does this letter violate	4	Exhibit 7. Do you know why it's styled to look like a
5	the FDCPA if a debtor collector sent it?	5	court filing?
6	A. Yes.	6	A. I don't.
7	Q. Is this letter -- okay. Never mind. Let's	7	Q. Do you know why it doesn't contain the Mini
8	mark the next one.	8	Miranda?
9	(Exhibit 6 marked.)	9	A. I don't see a date. Oh, I do. I don't know
10	Q. (BY MR. STEPHENSON) Do you recognize	10	why it doesn't state -- it doesn't -- what was your
11	Exhibit 6?	11	question again?
12	A. Only from your exhibits.	12	Q. Do you know why it doesn't -- okay. Let's
13	Q. This letter was not a letter you knew the	13	start with this. It doesn't have a Mini Miranda;
14	constables were sending?	14	correct?
15	A. I didn't know they were sending this.	15	A. I don't see a Mini Miranda on page 1. Let me
16	Q. If you did know the letter -- the constables	16	look at page 2.
17	were sending this letter, would you have stopped them?	17	Q. Oh, yeah. Definitely look at page 2.
18	MR. PRICE: Objection; improper hypothetical,	18	A. It's an envelope. No, I don't see the Mini
19	speculation.	19	Miranda anywhere.
20	THE WITNESS: I don't know.	20	Q. Okay. Do you know why it doesn't contain a
21	Q. (BY MR. STEPHENSON) Okay. Does this letter	21	Mini Miranda?
22	have the Mini Miranda?	22	A. I don't.
23	A. It does not have the Mini Miranda.	23	Q. Would this letter violate the FDCPA if it was
24	Q. And this letter says the same thing; "call my	24	sent by a debt collector?
25	office within 10 days?"	25	A. If --
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1	A. It does.	1	MR. PRICE: Objection; she answered this before.
2	Q. Can you explain to me why Exhibits 5 and 6	2	THE WITNESS: If sent by a debt collector, what
3	contain a caption, a court caption?	3	was your question again?
4	A. A court caption. I don't know what you're	4	Q. (BY MR. STEPHENSON) This letter would violate
5	referring to.	5	the FDCPA; correct?
6	Q. Okay. So a court caption looks like -- the	6	A. If it was sent by a debt collector, yes.
7	top of these letters has the case number listed;	7	Q. And this letter is notifying the client, or
8	correct; Exhibits 5 and 6?	8	excuse me, my client that Rob Kolkman is taking over
9	A. Yes.	9	the collection process; correct?
10	Q. And they list Brigham Young University as the	10	A. That's what it says.
11	plaintiff and my client as the defendant; correct?	11	Q. And it even mentions "Your payment will be
12	A. Yes.	12	going through" this office, or "his office," and, "The
13	Q. And that is in the same format or similar to	13	process will remain the same;" correct?
14	a court caption; correct?	14	A. That's what it says.
15	A. I didn't notice that until now. It looked	15	Q. Okay. So essentially this letter is
16	like a letter to me. But that top part looks like the	16	communicating to my client that she needs to start
17	caption of a pleading, yes.	17	making payments through Kolkman instead of Erickson?
18	Q. And these are not court filings?	18	MR. PRICE: Objection; lack of foundation.
19	A. Not that I -- not that I'm aware, no.	19	THE WITNESS: That's what it says.
20	Q. Okay. And do you know why they are styled	20	Q. (BY MR. STEPHENSON) Okay. And you didn't
21	this way?	21	approve that letter?
22	A. I don't.	22	A. I didn't.
23	Q. You didn't approve the constables styling the	23	Q. You didn't know it was -- it existed until
24	letters that way?	24	this case was filed?
25	A. No.	25	A. That's correct.

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1	(Exhibit 8 marked.)	arrangements to cancel the sale." That's what it says.
2	Q. (BY MR. STEPHENSON) Do you recognize	Q. So this letter is soliciting payments based
3	Exhibit 8?	on the writ of execution?
4	A. (Peruses document.)	MR. PRICE: Objection to the characterization of
5	I actually don't recognize this one from what	the letter. The letter speaks for itself.
6	you sent.	Q. (BY MR. STEPHENSON) Do you agree with my
7	Q. Do you remember when the first time you've	characterization?
8	seen -- you saw this exhibit?	A. The letter does speak for itself as we read
9	A. It would be today.	it.
10	Q. Oh.	Q. Well, I would rather -- I would rather hear
11	A. I mean, I reviewed a lot of documents	your characterization. Do you agree with my
12	yesterday, so it could have been in your -- in your	characterization that this is soliciting payment?
13	documents.	Let's start there. This letter is soliciting a
14	Q. Okay.	payment?
15	A. So at the time of this case if it was	A. Yes. It asks for -- it says to cancel the
16	provided to us.	sale, make a payment.
17	Q. Okay. Looking at this letter, you notice --	Q. And payments can be made by cash, card, or
18	you recognize -- do you agree that it has the -- that	certified funds?
19	it looks like a court caption on the top?	A. It says that, yes.
20	A. It has that same heading.	Q. And it's also -- this letter is also
21	Q. And it doesn't have the Mini Miranda?	soliciting contact with my client for the purpose of
22	A. It's two pages. The first page is not, the	making that payment?
23	second page -- it does not have the Mini Miranda.	A. That's what it says.
24	Q. So do you agree that this would violate the	Q. Okay. And you didn't authorize this letter?
25	FDCPA if it was sent by a debt collector?	A. I didn't.
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1	A. Yes.	Q. And your firm doesn't send this letter?
2	MR. PRICE: And I'm just going to have a standing	A. We don't send this letter.
3	objection on that.	Q. Would you send this letter?
4	MR. STEPHENSON: Absolutely. Absolutely.	A. I'm not the constable, no.
5	Q. (BY MR. STEPHENSON) And this -- can you	Q. I know. That's why I'm asking. Would your
6	discern the purpose of this letter?	firm send this letter? Would your firm happily send
7	MR. PRICE: Objection; lack of foundation.	this letter?
8	THE WITNESS: In bold it says "Please take note of	A. No.
9	the attached sale notice," and then -- and you turn to	Q. And the reason is because this letter would
10	the second page, it says "Notice of Sale, Personal	violate the FDCPA if you sent it?
11	Property."	A. Correct.
12	Q. (BY MR. STEPHENSON) Okay. So how do you	Q. Do you agree that this letter is making a
13	interpret this letter? If you received this letter in	threat to sell the property?
14	the mail, what would you think it means?	MR. PRICE: Objection. Now you're seeking to have
15	A. That they were selling my personal property.	the witness be an expert as to linguistics where she
16	Q. All right. And if you turn to page 2, the	clearly is not.
17	date and time of the sale is listed; correct?	Q. (BY MR. STEPHENSON) Yeah, you can answer. I
18	A. It has a date on here, March 2nd, 2023, and a	think you're -- you're a lawyer, but even if you
19	time of 9:30.	weren't, a normal person can see this and see that it's
20	Q. Okay. And it mentions that you can contact	a threat?
21	this office immediately to make a payment or	MR. PRICE: No. That's expert testimony.
22	arrangements to cancel the sale. Do you see that in	Q. (BY MR. STEPHENSON) Okay. Well, in your
23	the middle?	opinion, is this considered a threat?
24	A. Oh, right here. "Contact this office	MR. PRICE: No, I'm not going to let her answer
25	immediately to make" payments -- "to make a payment or	and provide testimony and state her opinion for expert

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1	opinion unless you agree that it's not expert -- that	1	carried out a sale after sending this letter with the
2	she's not providing expert opinion.	2	date and time as to the sale?
3	MR. STEPHENSON: I absolutely agree.	3	A. I don't.
4	Q. (BY MR. STEPHENSON) As this question	4	Q. So you never expressed any concern over this
5	pertains, you're just asking -- you're just answering	5	letter because you didn't know it existed?
6	as a normal, regular human being. Does this look like	6	A. I didn't know it existed.
7	a threat to you? Would you consider this to be a	7	Q. So you didn't express any concern to the
8	threat?	8	constable about this letter?
9	THE WITNESS: Answer it (to Mr. Price)?	9	A. That's correct.
10	MR. PRICE: Well, first off, I'm also going to	10	Q. If they were still employed by you now, or
11	object to the term threat being vague.	11	still taking writs of execution from you now, and you
12	MR. STEPHENSON: Okay.	12	knew this letter, would you let them send it?
13	Q. (BY MR. STEPHENSON) Do you agree that it's a	13	A. I don't know.
14	threat?	14	Q. Okay. What would you -- what would you need
15	A. Am I to answer (to Mr. Price)?	15	to know whether or not you would say it's okay for
16	MR. PRICE: Subject to my objections. I think	16	you -- for the constables to send this letter to your
17	it's vague and ambiguous, but you can answer.	17	debtors?
18	THE WITNESS: I wouldn't say threatening. I think	18	A. I don't --
19	it's a notice of sale.	19	MR. PRICE: I'm just going to object to form.
20	Q. (BY MR. STEPHENSON) Okay. So what word	20	THE WITNESS: I would have to understand a lot
21	should I use then instead of threat? Promise? Hint?	21	more about the constable's authority.
22	What is this letter saying? It's saying we're going	22	MR. STEPHENSON: Okay.
23	to -- this letter is saying -- you're refusing to use	23	THE WITNESS: To make that determination.
24	the word threat. Let me just go there. Is that	24	Q. (BY MR. STEPHENSON) Is it -- do you know if
25	accurate?	25	the constables are allowed to lie to debtors?
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1	A. I'm not refusing. I just said -- you asked	1	A. I think the answer's no.
2	me if I thought it was a threat, I said no.	2	Q. No, you don't know or no, they're not allowed
3	Q. Okay. So it's your testimony this does not	3	to lie?
4	look like a threat to you?	4	A. No, they're not allowed to lie.
5	A. No.	5	Q. Okay. And you certainly don't want them
6	MR. PRICE: Asked and answered.	6	lying to your debtors because it triggers issues like
7	Q. (BY MR. STEPHENSON) Okay. I need it to be	7	this. Is that fair?
8	clear because the jury is going to hear this question.	8	MR. PRICE: Object to form.
9	MR. PRICE: Well, it was clear.	9	THE WITNESS: I think that's fair.
10	MR. STEPHENSON: Okay. I really just want it just	10	Q. (BY MR. STEPHENSON) Is it clear in your mind
11	to make sure it was clear.	11	that this letter is expressing that a notice of -- that
12	Q. (BY MR. STEPHENSON) This, to you, is not a	12	a sale of the property has been set?
13	threat?	13	A. That's what it looks like.
14	A. No.	14	Q. Okay. I just want to make sure you agree
15	Q. Okay. And do you have any idea whether or	15	with that characterization. And that's fair; you do?
16	not this sale ever occurred?	16	A. Yes.
17	A. I don't.	17	Q. Okay.
18	Q. And do you have any idea -- assuming the sale	18	(Exhibit 9 marked.)
19	didn't occur, do you have any idea why it didn't occur?	19	Q. (BY MR. STEPHENSON) Exhibit No. 9 is -- is
20	A. I don't.	20	this a letter you've seen before today?
21	Q. And do you know -- do you know if these	21	A. I believe you provided it in your exhibits.
22	constables, Kolkman or Erickson, have sent this letter	22	Q. And it says "A sale of your personal property
23	to other people?	23	has been set;" correct?
24	A. I don't.	24	A. That's what it says.
25	Q. And do you know whether or not they've ever	25	Q. So that -- that coincides with our

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1	characterization that the previous exhibit, Exhibit 8,	1	Do you know why the constables don't know how
2	is communicating to the debtor that a notice -- that a	2	to put a date on a letter?
3	sale of their personal property has been set?	3	A. I don't.
4	A. Does it coincide?	4	MR. PRICE: Object to form.
5	Q. Well, it matches. You and I both	5	(Exhibit 10 marked.)
6	characterize the notice of sale, Exhibit 8, as	6	Q. (BY MR. STEPHENSON) Okay. That date issue is
7	communicating to the debtor that a sale of the personal	7	important here, actually. Do you see the date on this
8	property has been set?	8	letter?
9	A. Yes.	9	A. July 6th of 2023.
10	Q. And now we've got confirmation in a second	10	Q. Do you know whether or not that date is
11	letter that that's what it means. Do you agree with	11	correct for this letter?
12	that?	12	A. I don't.
13	A. That's what it says.	13	Q. And I will testify -- not testify, but I will
14	Q. Yeah. And that "to cancel the sale, you must	14	tell you for while we discuss this letter, I think that
15	call my office and make a payment prior to the day of	15	date is wrong. I think that's the date they produced
16	sale."	16	it for discovery. Just so you know. I think this was
17	Do you see that -- where it says that?	17	sent much earlier.
18	A. That's what it says, yes.	18	But the questions are do you -- did you see
19	Q. Is that what the law says about canceling a	19	this letter before the constables mailed it to my
20	sale, an execution sale?	20	client?
21	A. I don't know.	21	A. I would have seen it for the first time --
22	Q. Do you know anything about what the law says	22	no. No, I did not.
23	on what -- what the constable's authority is to cancel	23	Q. You didn't approve the constable sending
24	a sale?	24	this -- there sending my debtor, my client, this
25	A. I don't. Other than paying it in full	25	debtor -- oh, my gosh.
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1	perhaps, but, otherwise, I don't.	1	You didn't approve of this letter being sent
2	Q. You didn't approve this letter ahead of time?	2	to my client?
3	A. No.	3	A. I did not.
4	Q. And you don't know why it has a case caption	4	Q. And you don't know why the case caption is on
5	on the top?	5	the top?
6	A. I don't.	6	A. I don't.
7	Q. And you know that it doesn't have a Mini	7	Q. You don't know why the Mini Miranda is not
8	Miranda, but you don't know why?	8	listed?
9	A. Is there a date on this letter?	9	A. I don't.
10	Q. Yeah. First answer the question, then I'll	10	Q. And is it your testimony this would violate
11	answer yours.	11	the FDCPA if sent by a debt collector?
12	A. I'm sorry, ask your question again.	12	A. Yes.
13	Q. You know there's no Mini Miranda, but you	13	Q. And you never told the constables to stop
14	don't know why?	14	sending that letter because you didn't know it existed?
15	A. There's no Mini Miranda and I don't know why.	15	A. That's correct.
16	Q. This would violate the FDCPA if it was sent	16	MR. PRICE: Are you done with that exhibit?
17	by a debt collector?	17	MR. STEPHENSON: Yeah.
18	A. Yes.	18	MR. PRICE: Could we take a five-minute break?
19	Q. And now I'll answer your question. They	19	MR. STEPHENSON: Yeah. I'm actually wondering if
20	don't put dates on things properly. Sometimes there's	20	we should take more than that. We've only been going
21	one in the corner, sometimes there's not. That's why	21	two hours, two and a half. Should we just take a short
22	the back page is attached.	22	break? What do you guys feel like? A short break for
23	A. Okay.	23	another hour, and then maybe lunch?
24	Q. Because it's -- that's why I attached the	24	THE WITNESS: Short break, then an hour?
25	envelope.	25	MR. STEPHENSON: Then an hour, yeah. Then go for

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1	an hour --		1 characterize that. I have my experience with these
2	THE WITNESS: Yes, that's fine.		2 constables and that's the extent.
3	MR. STEPHENSON: -- then take lunch?		3 Q. Okay. Are you aware of any other constables
4	THE WITNESS: Uh-huh.		4 anywhere at all that also solicit payments, collect
5	MR. STEPHENSON: And you're okay?		5 payments, negotiate payments?
6	THE REPORTER: (Nods head.)		6 A. My only experience are with these constables
7	MR. STEPHENSON: Let's do that. Let's take a		7 at Utah County Constables.
8	five-minute break.		8 Q. And Kolkman?
9	(Recess taken from 12:35 p.m. to 12:46 p.m.)		9 A. Well, Utah County Constable, I think they're
10	Q. (BY MR. STEPHENSON) Let's sort of walk		10 all under that same umbrella, so --
11	through a little bit of generic stuff and just sort of		11 Q. Okay. I want to be clear on that, make sure
12	-- essentially your firm's job is to collect, excuse		12 we're clear on that. You're considering both Kolkman
13	me, solicit, collect, negotiate payments, and satisfy a		13 and Erickson under the Utah County Constable as well?
14	debt; correct?		14 A. I think so. Yes, I am.
15	A. That's a fair characterization.		15 Q. Okay.
16	Q. And that's a normal role of a normal debt		16 A. Yeah.
17	collector?		17 Q. And we've talked about these letters and the
18	A. Yes.		18 violations that we agree took place, if the constables
19	Q. And can you identify any legal authority that		19 were debt collectors, but is it your testimony that --
20	permits a constable to take an action other than		20 your opinion or testimony, or however you want to
21	seizing and selling property?		21 characterize it, that your firm has no obligations to
22	A. No.		22 monitor or supervise the constable's duties?
23	Q. Can you point to any specific legal authority		23 A. I don't have the authority to do that.
24	that grants a constable the authority to act as a debt		24 Q. Okay. And so if you don't have the authority
25	collector, soliciting payments, taking payments,		25 to do it, you also don't have the obligation to do it?
		Page 135	Page 137
1	negotiating payments? Do you have any authority that		1 A. That's correct.
2	you know of that allows that?		2 Q. And can you explain the basis for your
3	A. You're asking me if I know of any written		3 opinion that your firm doesn't have the authority to
4	authority?		4 monitor or supervise the constable's actions?
5	Q. Yeah. Law, rule, regulation.		5 A. Their authority comes from the state, from
6	A. Not that I'm aware of.		6 the court, from -- I don't have that authority over
7	Q. Can you point to any specific law or		7 them.
8	authority of any kind that grants a constable the		8 Q. Is there any other reason you can -- you say
9	authority to collect periodic payments from a debtor		9 that you don't have any authority to govern what they
10	because they have a writ of execution?		10 do?
11	A. I don't.		11 A. No.
12	Q. Can you point to any specific authority or		12 Q. When you gave the constables the writ of
13	law that allows a court to bestow more authority on the		13 execution, what precautions did you take to assure they
14	constable than what state law provides?		14 wouldn't violate the law?
15	A. I can't.		15 A. I delivered the writ to them.
16	Q. Do you agree that soliciting payments,		16 Q. And you didn't take any other precaution to
17	negotiating payments, and collecting payments is not a		17 assure that they would follow the law?
18	normal duty of a normal constable?		18 A. No.
19	MR. PRICE: Object to form, lack of foundation.		19 Q. Did you take any precautions to assure they
20	THE WITNESS: I don't know how to answer that.		20 would not make false threats?
21	Say it again.		21 A. No.
22	Q. (BY MR. STEPHENSON) Do you agree that		22 Q. Did you take any precautions to assure that
23	soliciting payments, collecting payments, negotiating		23 they would communicate with the debtors truthfully?
24	payments is not what a normal constable does?		24 A. No.
25	A. Normal constable. I don't even know how to		25 Q. Did you take any measures or precautions to

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1	assure the constables would not solicit, negotiate, or	1	any concerns about what they were doing other than
2	collect payments on your behalf?	2	being sued by me?
3	MR. PRICE: Object to form.	3	A. Not until you sued me.
4	THE WITNESS: No.	4	Q. Okay. Was there a point of time where you
5	Q. (BY MR. STEPHENSON) You didn't tell the	5	knew what they were doing as far as soliciting
6	constables don't solicit payments, don't negotiate	6	payments, negotiating payments, but you didn't have any
7	payments?	7	concerns about that until I sued?
8	A. I didn't.	8	MR. PRICE: Objection to form.
9	Q. And you never corrected the constables for	9	THE WITNESS: I didn't have any concern that they
10	taking payments and said don't do that, go serve the	10	were sending me payments. I don't know how they got
11	writ, execute the writ and sell the property?	11	the money.
12	A. I didn't.	12	Q. (BY MR. STEPHENSON) You didn't care how they
13	Q. And when you did discover the constables were	13	got the money?
14	negotiating payments, seizing -- or threatening to	14	A. I wouldn't say I didn't care. I didn't know.
15	seize property, that's when you canceled your	15	Q. Okay. But you didn't do anything to find out
16	association with them?	16	how they were getting the money; correct?
17	A. I didn't characterize it as threatening to	17	A. No. I don't know how they got the money is
18	seize payments.	18	my testimony.
19	Q. Okay. Well, okay. Can you answer the	19	Q. Right. But you also didn't do anything to
20	question anyway?	20	find out how they got the money?
21	A. Ask the question again.	21	A. I didn't.
22	Q. Well, when you found out the constables were	22	Q. So I kind of really want to make sure that
23	soliciting payments, negotiating payments, and	23	we're clear. You didn't know -- you knew the
24	threatening or -- or telling, not threatening, but	24	constables were collecting payments for you?
25	telling debtors we're going to seize and sell your	25	A. They would send me payments, yes.
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1	property, but they didn't actually seize and sell	1	Q. Okay. But you didn't know that they were
2	property, when you found out they were doing that,	2	mailing letters to debtors?
3	that's when you stopped associating with them?	3	A. I didn't know.
4	A. I stopped associating with them when you	4	Q. You didn't know they were threatening to
5	initiated this lawsuit.	5	seize and sell their property or telling them they
6	Q. Okay.	6	would seize and sell their property?
7	A. I stopped sending them writs. I don't want	7	A. I didn't know they were telling -- no, I
8	to say associating with them. I stopped requesting	8	didn't.
9	writs from the court and sending them to the constable.	9	Q. Okay.
10	Q. Okay. And that -- and you stopped sending	10	(Exhibit 11 marked.)
11	the writs -- requesting the writs and sending them to	11	Q. (BY MR. STEPHENSON) Do you recognize
12	the constable because you knew, at that point, that	12	Exhibit 11?
13	they were telling client -- or telling debtors that	13	A. Yes.
14	they're going to seize and sell property?	14	Q. Tell me what this is.
15	MR. PRICE: Objection; misstates her testimony.	15	A. This is an email from Mike Erickson's office
16	THE WITNESS: I didn't say that.	16	to Melissa Kerby that works for me.
17	Q. (BY MR. STEPHENSON) Okay. Well, help me	17	Q. And the purpose of this email is to update
18	understand. Just help me -- help me through this so we	18	your office on the status of the cases its handling for
19	can get -- move on to something else.	19	you?
20	The reason -- the reason you stopped sending	20	A. It says "Here are some status lists," so yes.
21	writs to the constables was what?	21	Q. Okay. How often do --
22	MR. PRICE: Asked and answered.	22	MR. PRICE: I just want to note that this is a
23	MR. STEPHENSON: Okay.	23	mistake on our part. I notice that there are some
24	THE WITNESS: I didn't want you to sue me again.	24	debtors' names in here that should have been redacted
25	Q. (BY MR. STEPHENSON) Okay. You didn't have	25	on the first page, and so given that, we request that

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1	this be marked confidential.	1	constable to be in two different locations at the same
2	MR. STEPHENSON: Okay.	2	time handling two different sales at the same time?
3	THE WITNESS: First and second page.	3	MR. PRICE: Object to form.
4	MR. PRICE: Yeah, first and second page.	4	THE WITNESS: I don't know what the location is.
5	Q. (BY MR. STEPHENSON) If -- if we -- if we	5	I don't know where the sales would have happened.
6	redact that, can we not have it be confidential for	6	Q. (BY MR. STEPHENSON) Well, you acknowledge
7	this proceeding?	7	that two sales are set for the same time though?
8	MR. PRICE: Yeah.	8	A. Yes, that's what it says.
9	MR. STEPHENSON: For now that's fine. We'll just	9	Q. And at 12:50 the same day, got two more sales
10	designate it as confidential and we'll go from there.	10	scheduled at the same time.
11	Q. (BY MR. STEPHENSON) Okay. So is this -- this	11	A. That's what it says.
12	email is a response to -- okay. Melissa asks for Mike	12	Q. And then there's others that are ten minutes
13	Erickson to give an update on these accounts, and	13	apart; correct?
14	that's what he's responding to?	14	A. That's what it says, yes.
15	A. Okay. That's right. On November 12 of 2020	15	Q. And can you tell me why -- do you -- do you
16	Melissa wrote to Mike asking for updates on this	16	believe that it's possible for a human being to be at
17	certain list of accounts.	17	two different physical addresses at the same time and
18	Q. And is it fair to say that if Melissa knew	18	conduct sales at both of those addresses at the exact
19	this conversation was taking place, that that could be	19	same time?
20	attributable to the firm knowing the information?	20	A. I don't know how many people work for the
21	A. That the email's taking place?	21	constable. So one person, no, but a constable's
22	Q. Yeah. Her knowledge of this process and what	22	office, perhaps.
23	was happening, that's attributable to the firm as well?	23	Q. And how many of these sales actually
24	A. Yes.	24	occurred?
25	Q. Let's go to page -- I don't know where it	25	A. I don't know.
	Page 143		Page 145
1	starts. Let's see. It's the third page in marked as	1	Q. When you say you don't know, is it actually
2	No. 8.	2	more accurate to say none, because you didn't get
3	A. Okay.	3	notice of any of these sales occurring?
4	Q. This is -- what does this page indicate?	4	A. Correct. I didn't get notice of any sale
5	A. It looks like this was attached to the email	5	occurring.
6	and this is one of those status reports.	6	Q. So couldn't it be more accurate if you
7	Q. Okay. And page 8, it's marked as page 8, but	7	testified that none of these sales occurred?
8	I think it's actually page 4. Let's call it page 8 for	8	MR. PRICE: Objection to the form. She says she
9	simplicity.	9	doesn't know whether they did. Whether a sale occurred
10	A. Okay.	10	and she didn't get notice of it is a possibility, and
11	Q. Bates No. 8. Let's call it that.	11	so I think the answer that she's not aware of any is as
12	What is this indicating to you?	12	best as she can do.
13	A. That these certain writs that were with the	13	Q. (BY MR. STEPHENSON) Okay. Let's go to the
14	constable have a date sale set and a date sale set time	14	next page. This page indicates that the please call
15	on each of them.	15	letter has been made to people; correct?
16	Q. Okay. And can you explain to me why there	16	A. That's the status please call letter.
17	are two sales occurring at the same exact time on	17	Q. And you didn't know what that letter said?
18	November 19th, 2020 at 13:10 in the afternoon?	18	A. I did not know what that letter said.
19	MR. PRICE: Objection; lack of foundation.	19	Q. And if we sit here today, you actually still
20	Q. (BY MR. STEPHENSON) Do you know why that	20	don't know what that letter says?
21	that's --	21	A. Other than what you've already shown me in
22	A. I don't.	22	the exhibits.
23	Q. Okay. So you don't know why those two sales	23	Q. Well --
24	were scheduled at the same time, but can you tell me	24	A. This -- let me clarify. This specific letter
25	whether or not you think it's physically possible for a	25	they're referring to? No, I don't.

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1	Q. Right. You don't know if any of these	1	A. No.
2	letters we've looked at are a please call letter?	2	Q. But it does indicate to you, as a general
3	A. I don't.	3	sense, that clients -- or debtors are paying
4	Q. Okay. That's -- none of us do. That's fair.	4	constables?
5	So you didn't write the please call letter?	5	A. Yes.
6	A. I did not.	6	Q. If we turn to page 12, Bates No. 12, it says
7	Q. You didn't approve them sending it?	7	"collator for return to client," doesn't it?
8	A. I did not.	8	A. It does.
9	Q. You didn't chastise them for sending it?	9	Q. And what does that mean?
10	A. No.	10	A. I have no idea.
11	Q. The next page, Bates No. 10 and, actually,	11	Q. Would it be fair to say that Cherrington
12	11, lists payments that were pending. Do you know what	12	is -- The Cherrington Firm is the client that they're
13	that means?	13	talking about here?
14	MR. PRICE: Objection; lack of foundation.	14	A. That would be a fair assumption.
15	Q. (BY MR. STEPHENSON) Well, I asked if you knew	15	Q. Yeah. And do you think it's fair to assume
16	what it means. I don't know how much more foundation I	16	that these people maybe didn't have assets or refused
17	can give than that, so please answer. I'm not very	17	to pay in some way that they said just give it back to
18	good at this apparently, but --	18	Cherrington and let them deal with it?
19	MR. PRICE: No, you're right, that was my bad. It	19	MR. PRICE: Object to form, lack of foundation.
20	was a yes or no question.	20	Q. (BY MR. STEPHENSON) Do you know?
21	MR. STEPHENSON: Yeah, sometimes I wonder how, you	21	A. I don't know.
22	know, how other people might do this, but this is how I	22	Q. Have you ever seen these reports before?
23	do it.	23	A. Not before this lawsuit, no. Other than when
24	Q. (BY MR. STEPHENSON) Do you know what payment	24	we provided it to them, because I don't -- I'm not
25	pending means?	25	sending the emails. My employees are.
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1	A. That a payment must be pending.	1	Q. Okay. Yeah, that was my -- when -- do you
2	Q. Okay. But do you know more specifically?	2	see this report before was it Melissa, before Melissa
3	Does that mean you've received or he's -- does that --	3	sent it?
4	do you know if it means whether the constable has	4	A. Melissa received it if you're talking about
5	received a payment and it's pending being given to you,	5	the Bates marked ones.
6	or it's pending clearing a bank, or what status it's	6	Q. Oh. Right, right. Melissa received this and
7	in? Do you know what it means specifically?	7	she didn't show it to you?
8	A. I don't know.	8	A. No.
9	Q. So it's possible that payment pending means	9	Q. Never did any of them ever?
10	they promised a payment, but they haven't sent it yet?	10	A. I saw the notations in the accounts.
11	A. It could mean that.	11	Q. Okay.
12	Q. Or it could mean they paid, but we haven't	12	A. But I can't say I ever saw the physical
13	cleared it and taken our portion out yet?	13	reports.
14	A. It could be that.	14	Q. Okay. So you were totally aware that the
15	Q. That's all I want. I just -- I'm not trying	15	constables were collecting payments?
16	to trap you on anything. I just want to know if you	16	A. I was aware we were receiving payments from
17	know because I don't know what payment pending means.	17	the constable.
18	My client is listed on page 10, Tara Peretto, as a	18	Q. Okay. But you were aware those payments were
19	payment pending. Do you see that?	19	coming from the debtors?
20	A. I do, yes.	20	A. Yes.
21	Q. Do you know, does this list how much the	21	Q. And you were aware the constables were
22	payments are for?	22	keeping part of those payments for themselves?
23	A. It does not.	23	A. Yes.
24	Q. So whatever payment pending is, this isn't	24	Q. And that's what you considered to be proper
25	going to tell you how much the amounts are?	25	compensation for their work?

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1	A.	Yes.	1	A.	Sorry. I was looking at 179.
2	Q.	When it says -- on page 8 when it said --	2	Q.	Yeah. Sorry.
3	A.	Bates marked 8?	3	A.	They say hold for attorney.
4	Q.	Bates marked 8, yes.	4	Q.	Yes. Do you know what that means?
5	A.	Okay.	5	A.	Maybe there was a client that wanted us to
6	Q.	And it said the date and time of the sale,	6	hold collection efforts in our office, so we, in turn,	
7	how did you interpret that at the time of this	7	communicated that to the constable.		
8	document? Did you interpret that to mean that the sale	8	Q. When you say maybe, do you know more certain		
9	was set or the property had already been seized?	9	than that? Is it a guess?		
10	MR. PRICE:	Objection; lack of foundation.	10	A.	I don't know more certain, no.
11	THE WITNESS:	Well, if we're looking at the date	11	Q.	Is it possible then the hold for attorney
12	of this email, he sent it on November 12th, then that	12	could mean that the constable had an issue that		
13	would be the date that it was set.	13	didn't -- that he didn't know how to handle and he		
14	Q. (BY MR. STEPHENSON)	The sale?	14	wanted to ask you?	
15	A.	It says date sale set.	15	A.	No.
16	Q.	So do you know whether or not the property --	16	Q.	Did that ever happen? Did the constable ever
17	at the time when you received this, did you have any	17	call your office and say hey, I don't know what to do		
18	understanding or belief about whether the property was	18	here on this particular case?		
19	already seized or it was going to be seized on this day	19	A.	No.	
20	and time?	20	Q.	Okay. Let's look at 177. "Filed other order	
21	MR. PRICE:	Objection; vague. I'm not sure --	21	in line." What is -- do you know what that means?	
22	when you say the time they received it, are you talking	22	A.	I don't know what that means.	
23	about the time the firm received it? I'm still not	23	Q.	It just doesn't make any sense at all, does	
24	clear as to whether she saw this at the time.	24	it?		
25	MR. STEPHENSON:	Okay.	25	MR. PRICE:	Object to form.
		Page 151	Page 153		
1	Q. (BY MR. STEPHENSON)	When your office gets	1	Q. (BY MR. STEPHENSON)	Doesn't make any sense at
2	these reports with the date and time to get it set on	2	all to you?		
3	it, what did your office believe that meant?	3	A.	It doesn't.	
4	MR. PRICE:	I'm going to object to form.	4	Q.	Do you recognize any of the client file codes
5	THE WITNESS:	(Peruses document.)	5	that might jog your memory?	
6	I think it's fair to say that based on the	6	A.	No.	
7	date being after the email, that a sale date was set.	7	Q.	Okay. Let's go to the next one, 178. "Moved	
8	Q. (BY MR. STEPHENSON)	So your office thought	8	doing more skips." Does that make sense to you?	
9	these sales were going to occur?	9	A.	Yes.	
10	A.	Yes.	10	Q.	That means that the person moved and the
11	(Exhibit 12 marked.)	11	constables are skipping skip tracing; right?		
12	Q. (BY MR. STEPHENSON)	Do you recognize No. 12?	12	A.	That's a fair characterization.
13	A.	I do.	13	Q.	So they didn't ask you to do their skip
14	Q.	This is another status report?	14	tracing, they took care of that on their own?	
15	A.	Yes.	15	A.	Yeah, they did ask us to do skip tracing.
16	Q.	Similar to what we just looked at?	16	Q.	Let's go to page, or excuse me, Bates
17	A.	Yes.	17	No. 179. Another list of payments; correct?	
18	Q.	This is Michael Erickson updating your office	18	A.	Payments pending, yes.
19	on the status of the cases that were requested?	19	Q.	Payments pending, yes. And my client is	
20	A.	Yes.	20	listed again; correct?	
21	Q.	On Bates-stamp 176 there's two cases listed	21	A.	Yes, she is.
22	that says hold for attorney. Do you know what that	22	Q.	Bates 181 says "Pull to return to plaintiff."	
23	means?	23	Is that the same thing as before; you don't know what		
24	A.	Oh. 176.	24	that means?	
25	Q.	Just the second page of the exhibit.	25	A.	I don't know that means, but that must mean

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1	that they're returning it to my office on behalf of the	1 the same thing; correct? Moving, doing more skips?
2	plaintiff.	2 That's just the same answer as before? They're going
3	Q. Do you know what your office does with cases	3 to do more skips?
4	when the constables return them like that?	4 A. Yes.
5	A. If the constable returns a case, we continue	5 Q. And payment pending on the next pages means
6	collections in office.	6 payments are pending, but we don't know exactly,
7	Q. And page 182. Again, that's showing some	7 specifically what stage the payment is at?
8	sales that were indicated as being set for a specific	8 A. Correct.
9	date and time?	9 Q. Okay. And that's going to be true for the
10	A. It looks like the previous list, yes.	10 others that we come up later too; right?
11	Q. Okay. And is it fair to characterize that	11 A. Yes.
12	your firm thought these sales were going to occur?	12 Q. And my client again is listed as making a
13	A. Yes.	13 payment on page or, excuse me, Bates No. 207?
14	Q. And I'll point out, just for your sake, this	14 MR. PRICE: Object to form. Mischaracterizes the
15	actually has your name at the time top, Mr. Price.	15 document.
16	A. Which one are you looking at?	16 MR. STEPHENSON: Did I get it wrong?
17	MR. PRICE: Yes.	17 Q. (BY MR. STEPHENSON) On Bates No. 207 my
18	MR. STEPHENSON: Exhibit 12.	18 client is listed as a payment pending. Is that
19	MR. PRICE: Because I printed it out.	19 accurate?
20	MR. STEPHENSON: Yeah. I don't think that causes	20 A. Yes. That's what it says.
21	any problems, but it might be good just to have it on	21 Q. Okay. And then on Bates 209 there's a list
22	the record so it won't be an issue.	22 of dates for sales that are purportedly scheduled;
23	MR. PRICE: That simply is how it printed out from	23 correct?
24	the documents.	24 A. That's what it says.
25	MR. STEPHENSON: Yeah. Okay.	25 Q. And your office thought these sales were
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1	(Exhibit 13 marked.)	1 going to occur?
2	Q. (BY MR. STEPHENSON) Exhibit 13, that is	2 A. Yes.
3	another status report from Michael Erickson to your	3 Q. Okay. Bates No. 210, served setting
4	firm?	4 payments. Can you tell me what that means?
5	A. It's a different date.	5 MR. PRICE: Objection; lack of foundation.
6	Q. Yes.	6 THE WITNESS: I would say that that means that a
7	A. Yes.	7 writ was served and they're trying to set payments.
8	Q. The date is April 27th, 2021 this time.	8 MR. STEPHENSON: Okay.
9	A. Yes.	9 (Exhibit 14 marked.)
10	Q. And let's go to Bates No. 203 in that	10 Q. (BY MR. STEPHENSON) Okay. 14 is another
11	exhibit. It lists attempting service. Do you know	11 status update from Michael Erickson to Melissa Kerby on
12	what that means?	12 March 18th, 2022; correct?
13	A. I don't.	13 A. Yes.
14	Q. Okay. 204 Bates number, please call letter	14 Q. And we've got the same notations, so your
15	being sent. Again, you don't know what that means	15 answer should be the same on those that are the same?
16	specifically, but you assume it's a letter?	16 Attempting service means probably attempting service?
17	A. I assume it's a letter.	17 A. Yes.
18	Q. Page -- or Bates 205, hold for attorney; same	18 Q. Please call letter is probably the same
19	thing? You don't know what that means specifically?	19 thing, same letter, you don't know what it means?
20	A. I don't know specifically, but I'm guessing	20 A. Yes.
21	my -- the plaintiff contacted me and told us to hold	21 Q. "CR post sale doing further research." Do
22	and so we communicated that to the constables. Without	22 you know what that means?
23	looking at that file, I wouldn't know specifically.	23 A. I don't. We haven't seen that for any other
24	Q. And if I go through all these and ask the	24 emails.
25	same questions on the same notes, you're going to say	25 Q. No, we haven't. And that's why I want to

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1 know if you know what it means. You don't know?		1 Q. Yeah. Okay.
2 A. I don't.		2 (Exhibit 15 marked.)
3 Q. Have any clue?		3 Q. (BY MR. STEPHENSON) Okay. 15 is another
4 A. I don't.		4 status report. This one is dated for July 11th, 2022;
5 Q. You never got notification a sale ever		5 correct?
6 occurred?		6 A. Yes.
7 A. Not that I can remember, no.		7 Q. From Michael Erickson this time to Shauna
8 Q. So the note saying post sale doesn't actually		8 Winter; correct?
9 make sense, does it?		9 A. Yes.
10 A. No.		10 Q. And is that because Melissa did some -- why
11 Q. Doing further research also wouldn't make		11 is that to Shauna instead?
12 sense if a sale occurred, would it?		12 A. The tasks moved over to Shauna. Melissa
13 A. No.		13 trained her.
14 Q. Okay. Payments pending. My client again is		14 Q. If we go through this, and we're going to
15 listed on 196. You see that?		15 look at the same notations, do you have any reason to
16 A. Yes.		16 believe that these notations are any different answers
17 Q. And do you recognize that the list of		17 than before?
18 payments pending is much larger than a list of sales		18 A. Let's look through them.
19 being scheduled in these notices?		19 (Peruses document.)
20 A. That's a fair characterization.		20 Q. Attempting service. You don't know what that
21 Q. Okay. And then on page 199 the Bates-stamp		21 means?
22 lists a few sales that are supposedly scheduled. Your		22 A. I don't.
23 office believed those sales were going to occur?		23 Q. Please call letter. You're not sure what
24 A. Yes.		24 that is?
25 Q. Okay. These status reports all contain my		25 A. I'm not sure what that is.
Page 159		Page 161
1 client's information. Is it because there -- let me		1 Q. Moving to do more skips probably means they
2 start over.		2 moving -- they moved and they're doing more skips?
3 Are there more status reports like this that		3 A. Yes.
4 were not produced because they didn't contain my		4 Q. Payment pending. My client is listed as a
5 client's name?		5 payment pending?
6 A. I don't know that answer.		6 A. Yes.
7 Q. Well, it's -- do you have a reason to believe		7 Q. And you're not sure whether that means a
8 that there are more status reports than the few that		8 payment was received or is it going to be received?
9 were produced in this case?		9 A. I don't know.
10 A. And was your client on each of these?		10 Q. And in the back there's some sales dates and
11 Q. Yes.		11 times. Your firm thought those sales would occur?
12 A. There are probably others, yes.		12 A. Yes.
13 Q. Because the dates of these are not one week		13 Q. How -- how did the constables pay you?
14 after another and status reports were being provided		14 A. By check.
15 more frequently than every three months?		15 Q. How often did that check come in?
16 A. There was no set time. It was sporadic.		16 A. Maybe twice per month.
17 Q. But even though there was no set time, there		17 Q. They weren't required to specifically have a
18 was a sort of clock on it that they weren't waiting		18 date to send it?
19 four months between status reports?		19 A. No.
20 A. I can't -- I can't answer that.		20 Q. Twice per month just made sense?
21 Q. Okay. So it's possible that December 10th,		21 A. I don't know if that -- I said maybe twice
22 2020 the next status report didn't come until		22 per month. I don't -- I don't know exactly.
23 April 27th, 2021, if you contrast 12 and 13? It's		23 (Exhibit 16 marked.)
24 possible that much time went between status reports?		24 Q. (BY MR. STEPHENSON) 16 is another status
25 A. Doubtful.		25 report; correct?

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1	A. Yes.	1 they were probably served and they're trying to set up
2	Q. Changes though. This time it's to Shauna	2 payments.
3	Winter again, but from Nitro Blown Bass, or is it base?	3 Q. Yes. I'm asking it again just because this
4	Is it a guitar situation or fish?	4 is Kolkman's office now instead of Erickson's.
5	A. I don't know.	5 A. Okay.
6	Q. That's Corey Revill?	6 Q. I want to know if it changed any of that for
7	A. That's Corey Revill. It says C Revill.	7 you.
8	Q. Yeah. And you understand that to be Corey	8 A. No.
9	Revill?	9 Q. Temporary file. Do you know what that means?
10	A. I think that's Corey, yes. I would -- I	10 A. I don't know what that means.
11	would assume so.	11 Q. Corey Research?
12	Q. And the date February 7th, 2023 is after	12 A. I don't know what that means.
13	Kolkman took over?	13 Q. CR Post Sale, Doing Further Research. That
14	A. After Kolkman took over, yes. If that was	14 came up again, two of these. You don't know what that
15	the end of '22 -- yeah. Well, that one letter that you	15 means?
16	produced said January '23.	16 A. I don't know what that means.
17	Q. Yes, January 1st of '23. So this is after	17 Q. Please Call Letter. Same thing? You don't
18	Kolkman took over?	18 know what it means?
19	A. Yes.	19 A. I don't know what that means.
20	Q. But the status report is the same as the	20 Q. Filed Other Order In Line. Do you know what
21	others? In format. In format, not in content?	21 that means?
22	A. (Peruses document.)	22 A. We saw that before and I don't know what that
23	Q. Although, let me rephrase that because it's	23 means.
24	arguably a little different.	24 Q. Okay. Move Doing More Skips, Pull to Return
25	A. Yeah, this is --	25 to Plaintiff, Corey Calling. Do you know what any of
Page 163		Page 165
1	Q. But this is -- let's start at the beginning.	1 that means?
2	This is a status report from Kolkman's office to yours?	2 A. We already said Pull to Return -- Pull to
3	A. Yes.	3 Return to Plaintiff we already summarized that's
4	Q. And it's similar to the others, but the	4 probably sending back to my office. And Corey Calling,
5	format has changed a little?	5 I don't know what that means.
6	A. Yes.	6 Q. So basically when things switch from Erickson
7	Q. Okay. Payment pending is still listed. Lots	7 to Kolkman, this process, from your perspective, did
8	of those.	8 not change?
9	A. Yes.	9 A. That's correct.
10	Q. Then there's one that says set for sale bin.	10 Q. Okay. Payments were still being made to the
11	Do you know what that means?	11 constable and sent to you, and you still didn't know
12	A. I don't know what that means.	12 how much was being kept by the constables?
13	Q. But did your firm believe that whatever sales	13 A. I did not know.
14	they were scheduling would still occur?	14 Q. And Kolkman didn't change that in any way at
15	A. Yes.	15 all?
16	Q. Then "preserve letters sent" down the middle	16 A. Oh, I don't know that.
17	of page 138. Or Bates 138. Do you know what that	17 Q. Well, you don't know -- you don't know --
18	means?	18 that's what I mean. It's from your perspective. You
19	A. I don't.	19 don't -- you didn't see any changes?
20	Q. Attempting service. Do you know what that	20 A. I didn't see any changes on what they were
21	means?	21 paying. What and how they were paying.
22	A. I don't.	22 Q. Do you have any written agreements with these
23	Q. Serve setting payments. Do you know what	23 constables?
24	that means?	24 A. I don't.
25	A. I think we answered that on the last one that	25 Q. Do you use written agreements when you send

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1	documents to process servers? Do you have a contract	1	A. Yes.
2	with them?	2	Q. And then the judgment amount down below it
3	A. I don't.	3	changes that to \$2,289.03. Can you explain that?
4	Q. There's just an understanding with a process	4	A. That might be the current judgment amount,
5	server that you know the price and take it and do your	5	but I'm not a hundred percent sure if that's when it
6	thing?	6	was -- well, we know that's not what it was entered for
7	A. Yes.	7	because we have that information earlier.
8	Q. And that's sort of what -- that's similar to	8	I don't know.
9	what's happening here. You know what they're going to	9	Q. Okay. Where it says Received \$1339.91, do
10	do and just do it and pay us whatever money we get?	10	you see that there?
11	MR. PRICE: Objection.	11	A. I do, yes.
12	Q. (BY MR. STEPHENSON) Is that fair?	12	Q. And did any of those payments come to your
13	MR. PRICE: Objection; misstates her testimony.	13	firm directly?
14	THE WITNESS: Yeah, I didn't say pay whatever	14	MR. PRICE: Object to the form.
15	money you get. I said we provide the documents to	15	Q. (BY MR. STEPHENSON) Did you understand what I
16	those individuals and they do what they do on their	16	meant?
17	end.	17	MR. PRICE: Directly from whom?
18	Q. (BY MR. STEPHENSON) And then you accepted the	18	MR. STEPHENSON: Yeah. I sort of realized I said
19	payments when they came in?	19	that.
20	A. From the constable, yes.	20	Q. (BY MR. STEPHENSON) Okay. My client paid
21	Q. Did any -- do you know of any debtors that	21	\$1,339.19 towards this debt; correct?
22	got the letters from the constables and then paid you	22	A. Yes.
23	directly?	23	Q. And she paid that to the constables, not to
24	A. Not specifically. If a customer called our	24	your firm?
25	office, we would send it to the -- send them to the	25	A. I think that's correct, but let me just
Page 167		Page 169	
1	constable.	1	bounce back and make sure this first payment on
2	Q. Okay. So occasionally a debtor would call	2	March 12th of '19 was after the writ, which I think it
3	your office and say I got this letter and I don't know	3	is, but let me just look.
4	what to do with it, and you would say that's fine, go	4	(Peruses document.)
5	pay the constable?	5	Yes. All the payments came from the
6	A. I don't know specifically if that's what they	6	constable.
7	would say. If they would contact us in any way, we	7	Q. And you're looking at -- are you looking at
8	refer them back to the constable.	8	the notes to figure that out?
9	Q. Even -- never mind.	9	A. I am, yes.
10	It's 1:24.	10	Q. Okay. How do you tell from a note whether
11	MR. PRICE: Do you want to go off the record for a	11	the payment came from the constable or directly -- was
12	minute?	12	made direct to your firm by the debtor?
13	MR. STEPHENSON: Let's go off the record for a	13	A. Well, it says, and I'm looking at Bates
14	minute.	14	marked 168, line 836, it says received check in mail,
15	(Discussion held off the record.)	15	constable, has a check number and the amount.
16	(Recess taken from 1:26 p.m. to 2:03 p.m.)	16	Q. So go down to 844 and tell me if that one was
17	(Exhibit 17 marked.)	17	a constable payment.
18	Q. (BY MR. STEPHENSON) Do you recognize	18	A. (Complies.)
19	Exhibit 17?	19	It must have been a constable payment, but it
20	A. I do.	20	doesn't -- it doesn't say the constable. But if I look
21	Q. What is Exhibit 17?	21	at the check number, it's -- it's a similar check
22	A. These are our internal notes in the CUBS	22	series. It must have been just a typo.
23	system and I see some payments listed here too.	23	Q. Okay. So if I look through these notes, if I
24	Q. Okay. Let's go through it a tiny bit. The	24	see a note like that that says received check in mail,
25	amount owing here says \$655. Is that true?	25	constable, it means the constable paid you? Sorry. It

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1	means the debtor paid the constable and then the	1	Q. Okay. So this is a complete accounting of
2	constable paid you?	2	what the constables sent you?
3	A. I think that's fair, yes.	3	A. That's correct.
4	Q. And the amount listed in those notes is the	4	Q. Okay. But if I want a complete accounting of
5	amount the constable paid you, not the amount my client	5	the debt, I can't get it with this document because the
6	paid the constable?	6	constables have some of the money and you don't know
7	A. Yes.	7	how much it is?
8	Q. So going back to the first page where it says	8	A. Correct. Just to clarify, complete
9	you received \$1,339.91, that's the amount you received	9	accounting of what she has paid, not a complete
10	from the constable?	10	account --
11	A. Yes.	11	Q. Okay.
12	Q. And you don't know how much my client paid	12	A. Okay. Is that what you're asking me? A
13	the constable?	13	complete accounting of what she has paid to the
14	A. I don't.	14	constables, I don't have that.
15	Q. Okay. And was the back page a list of each	15	Q. Yeah, I'm actually at -- I'm actually just
16	payment?	16	wondering a complete accounting of the debt from day it
17	A. Yes.	17	was incurred to today, every payment, every charge,
18	Q. Why does it start with No. 9?	18	every bill, every fee, every interest rate. I can't --
19	A. This is printed out of CUBS out of the	19	I don't have any documentation in this document?
20	payment page and this looks like a screenshot, so this	20	There's no documentation of that you can provide?
21	was just the screenshot of the payments received.	21	A. No.
22	Anything above that would have been -- if there are	22	Q. Okay. Do these collection notes -- you know
23	numbers above 9, it would have been amounts added to	23	how tedious it is to go through these in a deposition.
24	the account, but I was -- I must have done a screenshot	24	A. Yes.
25	here that just showed the payments.	25	Q. I don't want to do it either.
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1	Q. So if I wanted a complete accounting of this	1	A. Okay.
2	account from day one to today, this is not going to do	2	Q. But let's do it in shorthand then. Can you
3	that?	3	go through it and are you able to show me the letters
4	A. For the payments it will. What was added to	4	that your firm sent?
5	the account there is a 1 through 8?	5	A. Yes. Bates marked 158.
6	Q. Right. So if I wanted a complete accounting,	6	Q. Okay.
7	this page won't do it?	7	A. Line No. 18, 018.
8	A. You're right.	8	Q. Whoa. Stop there. I don't know what you're
9	Q. And the notes won't do it either? This	9	talking about. 18018?
10	whole -- none of this document will do it?	10	A. I'm sorry. I said 18 and then I wanted to be
11	A. No. I think it's in the notes except	11	clear. 018 (indicating). Bates marked 0053.
12	maybe -- except maybe interest.	12	Q. Oh, 153. I thought you said 158. My
13	Q. Interest charges are noted in here	13	apologies.
14	throughout.	14	MR. PRICE: I was on the same page you were.
15	A. In the notes.	15	THE WITNESS: Sorry. I should have said that.
16	Q. Yeah.	16	Bates mark 153.
17	A. Okay.	17	Q. (BY MR. STEPHENSON) Okay. Now try again.
18	Q. And even though -- but because -- because you	18	A. 153, note line 018.
19	received payments from the constable, this couldn't	19	Q. It says SNT NTC 200?
20	possibly have a complete accounting because the	20	A. Sent notice 200 is what that means.
21	constables kept some of the money?	21	Q. That's a letter?
22	A. Oh. When you said complete accounting, I	22	A. It is.
23	thought you meant accounting of what the constables had	23	Q. And what does that letter say?
24	sent us. That's the -- that's the line of questioning	24	A. That is a letter from my office with my
25	we were in, what the constables were sending us.	25	letterhead that shows that there was a return check.

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1	Q. Is that the first indication you had -- your	1 typed the suit, but we did send her a Rule 26, so I'm
2	firm had with my client?	2 going to go to that Bates No. 159, note line 326.
3	A. Yes.	3 Q. And what is -- what do you mean when you say
4	Q. Did you provide that in discovery?	4 you typed the suit?
5	A. Yes.	5 A. We're going backwards?
6	Q. Are you sure?	6 Q. The summons and complaint?
7	A. Yes.	7 A. The summons and complaint, yes.
8	Q. Okay. Can you point out the rest of the	8 Q. Okay. And you're considering that a letter
9	letters your firm sent to my client.	9 too?
10	A. (Peruses document.)	10 A. I'm asking you if -- I clarified do you want
11	Okay. In the mail? The reason I'm asking is	11 me to point out what was sent through the mail first?
12	because when we typed the suit, that's in here too, but	12 Q. Or served is what you meant? The other way?
13	are you talking about through the mail?	13 A. Or served, yes.
14	Q. I don't understand your question to me. What	14 Q. Okay. No, I don't care about that. I just
15	do you mean you typed the suit?	15 want to know what letters you sent. We can go back to
16	A. The suit to initiate litigation.	16 that later if we need to.
17	Q. Okay. So let's go through all of the	17 A. Okay.
18	collection letters first.	18 Q. But no, just what you mailed.
19	A. Okay.	19 A. Okay. So that first notice that I -- notice
20	Q. And then we'll jump to that.	20 200.
21	A. Okay. So that notice 200.	21 Q. Yeah.
22	(Peruses document.)	22 A. And then.
23	Q. I see one on page 155, if that helps,	23 Q. And then we filed the lawsuit and then you
24	line 109.	24 sent the Rule 26 letter?
25	A. Okay. That is not a letter to the debtor;	25 A. That's correct.
Page 175		Page 177
1	that is a letter to our client.	1 Q. Okay. And what does that one say?
2	Q. Okay. What about line 125 on page 155, "Sent	2 A. The Rule 26 notice tells who our witnesses
3	letter LLB?"	3 would be, what the balance is, and a copy of the return
4	A. That is the label for the folder that the	4 check. In this case the return check. And a copy of
5	suit will go in.	5 the notice that was mailed to her.
6	Q. Okay. I'm going to let you just go ahead and	6 Q. That's initial disclosures?
7	tell me what these -- which letters are which then. Go	7 A. That's initial disclosures.
8	ahead.	8 Q. Okay. What about on page 159?
9	A. So do you want me to go every time there's an	9 A. And then on, again, on 159, note line 341,
10	SNT letter?	10 "sent doc request pretrial." So the document generates
11	Q. No. I think just tell me which -- well, do	11 in our system and then you can see my note lines down
12	this. I want you to identify all the letters you sent	12 here that I e-filed that with the court, the request
13	to my client.	13 for pretrial, and a copy of that was mailed to her.
14	A. Okay.	14 Q. What about line 332, sent letter address?
15	Q. If they're listed, all the letters the	15 A. That is the address page that goes with the
16	constable sent to my client, which won't be in there;	16 Rule 26, so that would have been part of that Rule 26
17	correct?	17 packet.
18	A. Correct.	18 Q. Okay. You know, I'm going to ask you about
19	Q. Okay. So all the letters your firm sent to	19 the phone calls too, if you want to identify those. If
20	my client and, yeah, let's just do that. I don't -- if	20 it's easier to do that at the same time, do that. If
21	you communicated with the original creditor, I'm not	21 not, we'll come back. It's up to you.
22	concerned about that.	22 A. It's up to you.
23	A. Okay.	23 Q. I'll do it either way. I want to make it
24	(Peruses document.)	24 easy for you. It doesn't matter to me one way or
25	Okay. I didn't -- I didn't point where we	25 another. I want to identify each.

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1	A. Okay. So we're this far into notices. Do	1	A. That's the -- that's the packet for the writ.
2	you want to finish that, otherwise, we're going to	2	Q. So that didn't go to my client, that went to
3	start over.	3	the constable?
4	Q. Yeah, let's do that.	4	A. No, no. That's internal. That went for me
5	A. Okay.	5	to look at and review.
6	(Peruses document.)	6	Q. Okay. Does that -- the list of letters you
7	Okay. So on -- still on Bates 159, on the	7	sent to her, my client, that's complete now? That's
8	date of October 18th of 2017, we had a conflict with	8	it?
9	the date the court set for pretrial, so we sent a	9	A. I believe so.
10	notice of continuance to the debtor, and you can see	10	Q. All right. And those all went through CUBS?
11	where the note line is mailed to debtor on note	11	A. No. Some of them were sent internal, some of
12	line 371.	12	them went through CUBS.
13	And then, again, you can see another address	13	Q. Okay.
14	page was printed on 373. On Bates 160 is the 373.	14	A. Okay. Now you want to go back to phone
15	(Peruses document.)	15	calls?
16	Okay. There's another sent letter on	16	Q. Yeah. Let's just do phone calls. Let's
17	Bates 161, but that was preparing the file for me for	17	identify each phone call that occurred, both in and
18	the hearing.	18	out. Let's do this. I want to see in here all the
19	Q. On November 29th, 2017?	19	phone calls where my client called in, where you called
20	A. Yes.	20	out, and where there was a call to the constable.
21	Q. Okay.	21	A. Okay.
22	A. And then note line, still Bates 161, on	22	Q. Or with the constable. Both ways.
23	December 5th, 2017 we prepared the notice to submit and	23	A. (Peruses document.)
24	the pretrial order, because she failed to appear at the	24	What about the attempts to contact? Do you
25	pretrial, so we submitted that and mailed her a copy.	25	want those or just actual contacts?
Page 179		Page 181	
1	(Peruses document.)	1	Q. Let's identify what the attempts to contact
2	Okay. On Bates 164 we requested a notice of	2	look like.
3	entry of judgment on December 20th of '17. You can see	3	A. Okay.
4	in note line 604 that was mailed. "Mailed NEJ, notice	4	Q. So I can -- so I can -- because we want to
5	of entry of judgment to debtor."	5	do -- this needs to be complete; right? In fact, let's
6	(Peruses document.)	6	get there. This is -- this document, the collection
7	I know there's a payment plan that happened	7	notes, that is essentially a diary of the firm's
8	somewhere. She would have received a notice for that.	8	complete knowledge of the case, isn't it?
9	Okay. Here we go. On Bates 165, note line 689, "sent	9	MR. PRICE: Object to form.
10	pay plan letter." Okay. On Bates 166, note line 720,	10	THE WITNESS: Everything's tracked in CUBS, yes.
11	"sent letter 050." That's a post judgment demand	11	Q. (BY MR. STEPHENSON) And it's not going to
12	letter.	12	obviously have details of notes?
13	Q. Okay. And that also went out again on	13	A. Everything that happened in the firm is
14	8/30/18, line 734?	14	tracked in CUBS.
15	A. Let me just make sure I'm not missing	15	Q. Okay. But would it be fair to call this a
16	something. That went out again, yeah, 8/30/18.	16	memorialization of the firm's knowledge of the case?
17	Q. And that letter says what?	17	A. Of the actions that were taken on the case,
18	A. It's telling her that we have judgment and it	18	yes.
19	gives her the current balance due.	19	Q. Okay. Yeah, so let's go through the phone
20	Q. Did you provide that in discovery?	20	calls. Just identify each attempt to make it simple so
21	A. Yes.	21	that we're not questioning what these are down the
22	(Peruses document.)	22	road.
23	Okay. And then after that is the request for	23	A. Okay. Bates 153, note line 036, "telephone
24	the writ.	24	residence, phone disconnected." That would be an
25	Q. What about line 784 on Bates No. 167?	25	attempt. Bates 154, note line 039, that's "telephone

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<p>Page 182</p> <p>1 other, voice mail, Peretto Construction," and it looks 2 like I left message to call.</p> <p>3 And then these other calls to the bank, that 4 was verifying funds in her account.</p> <p>5 Q. Can you pause on that and tell me what that 6 means. You called her bank to see if the funds were 7 available to rerun that check?</p> <p>8 A. Not to rerun the check. That was to verify 9 if the account was active enough for us to consider 10 litigation. That used to be a prior requirement when 11 checks were plentiful.</p> <p>12 Q. And the banks will -- if you call the bank at 13 that time, you could -- they would just tell you if 14 this account is open and has enough money?</p> <p>15 A. It doesn't indicate if this was through their 16 automated system or over the phone with a teller, but 17 yes, they would.</p> <p>18 Q. Do they still do that?</p> <p>19 A. Rarely. I don't know. We don't -- we don't 20 do that anymore.</p> <p>21 Q. Yeah, I would think that's a privacy issue. 22 Does that mean I can call your bank and ask what your 23 account -- if your account has enough to cover a check?</p> <p>24 A. No. If you have the account number.</p> <p>25 Q. Oh, okay. Okay. You don't need a subpoena</p>	<p>Page 184</p> <p>1 MR. STEPHENSON: Yeah. And that's fine to stick 2 with that. We got off track because of the bank. But 3 he's right, you can keep --</p> <p>4 THE WITNESS: Okay.</p> <p>5 MR. STEPHENSON: The other ones are more 6 important.</p> <p>7 THE WITNESS: That was my understanding too and 8 then you stopped me at the bank.</p> <p>9 MR. STEPHENSON: Well, yeah, you mentioned it, so 10 I thought I would ask.</p> <p>11 THE WITNESS: Okay.</p> <p>12 MR. STEPHENSON: But we don't need to ask the bank 13 questions anymore now that I know that's what those 14 are.</p> <p>15 THE WITNESS: (Peruses document.)</p> <p>16 Okay. It looks like on Bates 156 -- 17 actually, that's not a -- that's not a contact with 18 her. That's the return of the summons. Okay. So 19 Bates 157, note line 216, "telephone cell," and it 20 gives the phone number. "Voice mail ID Tara, left 21 message to call."</p> <p>22 And then again on note line 220. Do you want 23 me to give the dates?</p> <p>24 MR. STEPHENSON: No. You can if you want. Either 25 way is fine. As long as we have the line number, I</p>
<p>Page 183</p> <p>1 though; they'll just tell you over the phone?</p> <p>2 A. Then, yes. I can't speak to now because we 3 don't do it anymore.</p> <p>4 Q. Oh, yeah, because line 52, sufficient amount 5 won't clear.</p> <p>6 A. Correct.</p> <p>7 Q. Is that what they said?</p> <p>8 A. Yeah.</p> <p>9 Q. Okay. Go ahead.</p> <p>10 A. And I don't know if -- like I said, I don't 11 know if this was through their automated system or 12 online. I'm sorry, not online. Over the phone, key in 13 the number.</p> <p>14 Q. So they call the bank on 11/28/16, then they 15 call the bank again on 11/30/16?</p> <p>16 A. Yes.</p> <p>17 Q. Got it. Okay. Go ahead, please. Looks like 18 they called the bank again on December 2nd, 2016.</p> <p>19 A. Yes, I guess I said -- you wanted to know 20 generalities. Do you want me to go through every time 21 we called the bank?</p> <p>22 MR. PRICE: Let's make sure what the witness is 23 looking for. I understood the question to be attempt 24 to call the debtor or communication calls with the 25 debtor and with the constable.</p>	<p>Page 185</p> <p>1 think that's good to identify.</p> <p>2 THE WITNESS: Okay. Note line 220, telephone 3 cell, gives the number. "Voice mail ID Tara with 4 Satori Construction," left message to call.</p> <p>5 (Peruses document.)</p> <p>6 Okay. Then on Bates 158, note line 264 it 7 looks like your client called us. So debtor called.</p> <p>8 Again, note line 158 -- I'm sorry.</p> <p>9 Bates 158, note line 305, "telephone cell," and then it 10 looks like at that same time, next line down, we called 11 a different number, asked for Tara. And then on that 12 same Bates 158, note line 314, "telephone cell, left 13 message to call." Another one on line 316, "telephone 14 cell, voice mail."</p> <p>15 MR. PRICE: And just so the record's for that, I'm 16 going to interject. Can we have the witness look at 17 line 296 and see if that was one also.</p> <p>18 THE WITNESS: Yes. "Telephone cell." On note 19 line 296, "telephone cell."</p> <p>20 MR. PRICE: I just want to make sure it was 21 complete.</p> <p>22 MR. STEPHENSON: Yeah, thank you.</p> <p>23 THE WITNESS: And did we hit 299 also? Did I skip 24 that one?</p> <p>25 MR. STEPHENSON: You did skip it.</p>

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<p>1 THE WITNESS: Note line 299.</p> <p>2 MR. STEPHENSON: Thank you. Okay.</p> <p>3 THE WITNESS: Bates 160, note line 376, "debtor 4 called."</p> <p>5 Okay. Still Bates 160, note line 422, 6 "telephone cell."</p> <p>7 Q. (BY MR. STEPHENSON) Are lines 376 down to 8 421, that's all one phone call? Because line 402 looks 9 like something different.</p> <p>10 A. Again, are we looking for contacts with your 11 client?</p> <p>12 Q. Yeah. I just want to see if that's -- that 13 all these notes are based on that one contact or if 14 there are multiple calls. I guess -- I guess I'm just 15 asking it says MSG on line 402. Is that a separate 16 phone call or not?</p> <p>17 A. It's not a separate phone call, no.</p> <p>18 Q. Okay. Okay. That's fine.</p> <p>19 A. Okay. And we hit that line 426.</p> <p>20 Q. 426, okay. Thank you.</p> <p>21 A. Okay. Now we're on Bates 161, note line 432, 22 "telephone cell." Same Bates 161, note line 435, 23 "telephone cell." Note line 432, "telephone cell."</p> <p>24 Q. You mean 439?</p> <p>25 A. I'm sorry, yes, 439. And then 441,</p>	<p>Page 186</p> <p>1 Note line 371, "telephone cell." Note line -- I'm 2 sorry, I'm sorry. I think I said 371. 731.</p> <p>3 Q. Thank you.</p> <p>4 A. And then 738, "telephone cell." 742, 5 "telephone cell." Line 747, "telephone cell."</p> <p>6 Bates 167, note line 774, "debtor called." 7 (Peruses document.)</p> <p>8 I think that's -- that's it.</p> <p>9 Q. Okay. Did you point out -- I didn't see any 10 contacts between you and the constables listed in that. 11 Are there any messages in here?</p> <p>12 A. Well, we were focusing on the contacts with 13 the debtor.</p> <p>14 Q. I'm not chastising. I'm just wondering are 15 there any -- are there any contacts between your firm 16 and the constables listed in here too?</p> <p>17 A. Yes.</p> <p>18 Q. Okay. Let's identify those too.</p> <p>19 A. Okay. It looks like on -- okay. So 20 Bates 167, we emailed writ of execution to constable. 21 No, I'm sorry. No. Bates 167, note line 818.</p> <p>22 Q. And that was where your firm's involvement 23 ended in the collection?</p> <p>24 A. Yes.</p> <p>25 Q. Okay.</p>	<p>Page 188</p>
<p>1 "telephone cell." Okay.</p> <p>2 Same Bates 161, note line 471, "debtor 3 called." Bates 162, note line 505, "telephone cell." 4 Note line 520, "debtor called."</p> <p>5 Okay. Bates 164 note, line 609, "telephone 6 cell." Bates 164 still, line 633, "telephone cell." 7 Line 637, "telephone cell," 641, "telephone cell." And 8 then changing to Bates 165, line 654, "telephone cell." 9 Looks like that was a contact.</p> <p>10 Q. And AMC that's listed after that is the 11 collector that made the call?</p> <p>12 A. That's correct.</p> <p>13 Q. And who is AMC?</p> <p>14 A. Angie -- or Angela Cloward.</p> <p>15 Q. And who's JDH?</p> <p>16 A. JDH. I don't remember.</p> <p>17 Okay. Still Bates 165, note line 695, 18 "telephone cell." Note line 698, "telephone cell," 19 703, "telephone cell," and 708.</p> <p>20 Q. "Zortman." What does Zortman mean on 21 line 708?</p> <p>22 A. There was a certain voice mail -- voice mail 23 message that we would leave, and it was referred to as 24 Zortman. Okay.</p> <p>25 Bates 166, note line 724, "telephone cell."</p>	<p>Page 187</p> <p>1 A. So now are we focusing on communication 2 either way with the constable?</p> <p>3 Q. Yes. Between the constable back and forth. 4 Any kind of communication any direction.</p> <p>5 A. Okay. Bates 168, note line 827, "return of 6 service."</p> <p>7 Q. Can I ask you about 823, "received notice of 8 sale?"</p> <p>9 A. Oh. That is notice of sale. I missed that.</p> <p>10 Q. In what way did that notice come through?</p> <p>11 A. That would have been -- I think they send 12 those regular mail.</p> <p>13 Q. That's not referring to the email updates 14 that we looked at before?</p> <p>15 A. (Peruses document.)</p> <p>16 Q. That couldn't be, because none of the email 17 updates go back that far. So am I -- am I right 18 that -- okay. So let's go there, let's talk about 19 that. You received notice of a sale on January 10th, 20 2019 from the constable?</p> <p>21 A. That's what the notes say.</p> <p>22 Q. And did you produce that in discovery?</p> <p>23 A. I produced everything in discovery that I 24 have.</p> <p>25 Q. Okay. And what does that notice of sale look</p>	<p>Page 189</p>

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1	like? What did you -- what did you get in the mail	1	help me understand what the note says. I don't want
2	from the constable that justifies that note?	2	you to read it, but characterize it for me. What does
3	A. Do you have our exhibits?	3	it mean?
4	Q. (Shakes head.)	4	A. Other than what it says -- I mean, I can read
5	A. Okay. I can't -- I can't recall exactly what	5	it to you.
6	it looks like. You want me to continue?	6	Q. Well, are you aware that during that phone,
7	Q. Yeah, please.	7	call my client was on the phone with Corey?
8	A. Okay. So 827 looks like the return -- writ	8	A. The notes don't indicate that.
9	of execution, return of service on that. And then we	9	Q. Right. They don't indicate that, but do you
10	started receiving checks from the constable. Do you	10	know that --
11	want me to go through all of those?	11	A. I don't.
12	Q. Yes. Just identify the line numbers that	12	Q. Okay. So this phone call occurred while my
13	show and the check. Like, for example, 836 shows a \$60	13	client was on the phone with Corey and Corey said to my
14	payment, 836 and 837; is that correct?	14	client, "Hang on. I don't know how much they'll take.
15	A. 836 and 837 are that same payment, yes.	15	I'm going to call Cherrington and find out." Is
16	Q. Will you just go through it that way?	16	that -- you don't that?
17	A. Okay. You want me -- I'll just hit the top	17	A. I have no idea.
18	line.	18	Q. Okay. And this note doesn't say that?
19	Q. Yeah, that's fine.	19	A. No.
20	A. Line 836, line 844.	20	Q. What does this mean, the "Can work with her
21	Q. And the amount of the payment to too.	21	on the interest. Not a SIF since she can't make a lump
22	A. Oh, sorry. Line 836 for \$60. 844, \$55.	22	sum payment, but maybe take off some interest. The
23	854, \$55. At 866, \$55. 876, \$55. 885, \$69.91. 895,	23	BAKL he has is 1266.67?" What does that mean?
24	\$55. 905, \$30.	24	A. Other than what the notes say, outside of the
25	Okay. So now it looks like I've got an	25	notes, I can't tell you otherwise.
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1	update from the constable on 919. Line 922, \$60. Line	1	Q. What does SIF mean S-I-F?
2	934, \$60. Line 943, \$85. Line 953, \$200. Line 965,	2	A. SIF stands for settled in full.
3	\$100. Line 975, \$200. And then another update, 986,	3	Q. And BAKL, what does that mean?
4	looks like the wrong action code was used, but a status	4	A. I'm guessing that should have been BAL for
5	report from the constable.	5	balance.
6	Line 990, \$30. Line 004, email from the	6	Q. And then Corey called again on March 6, 2022;
7	constable payment pending. Line 008, \$100. Line 019,	7	is that right?
8	email from constable, temporary file.	8	A. That's what the notes show, yes.
9	Q. What does that mean?	9	Q. And that shows Corey called in or you called
10	A. I don't know.	10	out?
11	Q. Okay.	11	A. It looks like Corey called in.
12	A. Line 024 looks like Corey from the	12	Q. Okay.
13	constable's office called. And then line 036, Corey	13	A. "Other call." That would have been a call
14	from the constable's office called again. And then you	14	in.
15	entered your appearance note line 044.	15	Q. And that's him -- oh, oh, because of me.
16	Q. Okay. Let's go back to that call with Corey.	16	That call is about me. Got it. Right?
17	What happened during that call? It occurred on	17	A. Other than the notes, yes, those are about
18	March 1st, 2023; correct?	18	you.
19	A. Yes.	19	Q. Okay. Do you have a recording of this call
20	Q. And what happened during that call with Corey	20	with Corey on March 1st, 2023?
21	and your firm?	21	A. I don't.
22	A. Other than the notes? The notes explain what	22	Q. Why not?
23	happened on the call.	23	A. We don't record all of our calls.
24	Q. Okay. Was it -- Corey was calling your firm	24	Q. What volume of calls do you record? What is
25	asking -- what did he ask -- what was he asking? Well,	25	the criteria? What do you do with calls?

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<p style="text-align: right;">Page 194</p> <p>1 A. Only when we're training someone new.</p> <p>2 Q. You don't record normal collection calls?</p> <p>3 A. I don't.</p> <p>4 Q. What system do you use to record the training</p> <p>5 calls?</p> <p>6 A. Teams.</p> <p>7 Q. Would it allow you to record all your calls?</p> <p>8 A. It would be manual. You'd have to select</p> <p>9 record on every call.</p> <p>10 Q. Is that something that collectors have</p> <p>11 available; if there's a situation, they can push a</p> <p>12 button in the middle of the call to start recording?</p> <p>13 A. No, it's a little more complicated than that.</p> <p>14 That's why we only do it during training.</p> <p>15 Q. Who did Corey talk to in that phone call on</p> <p>16 March 1st, 2022?</p> <p>17 A. BRV is Bernice Vasquez. And on March 6th the</p> <p>18 EB is Elena Roundy.</p> <p>19 Q. And are you certain that that phone call was</p> <p>20 not recorded?</p> <p>21 A. I'm certain, yes.</p> <p>22 Q. But it could have been? If she would have</p> <p>23 wanted to record it, she could have done that?</p> <p>24 A. Bernice wasn't even a collector at the time,</p> <p>25 so she wouldn't even have known how to -- how to be</p>	<p style="text-align: right;">Page 196</p> <p>1 Q. And Exhibit 11, I don't see that listed in</p> <p>2 these collection notes.</p> <p>3 A. Going to Exhibit 11.</p> <p>4 Q. An email from November 12th, 2020, an update</p> <p>5 from the constables. I don't see that listed in the</p> <p>6 notes. Tell me if it's in here or if it's not.</p> <p>7 A. (Peruses documents.)</p> <p>8 This is November 12th of '20.</p> <p>9 (Peruses document.)</p> <p>10 I don't see that.</p> <p>11 Q. Okay. So we know there's at least one</p> <p>12 communication your firm had with the constables that's</p> <p>13 not listed in these notes?</p> <p>14 A. According to this email, yes, that would be</p> <p>15 correct. I'm just making sure your client's on the</p> <p>16 list, and she is.</p> <p>17 Q. Okay. If we go back in the notes to</p> <p>18 page 168, Bates No. 168, the very top is the notice of</p> <p>19 sale where your firm got notice that my client got</p> <p>20 notice of the sale; correct?</p> <p>21 A. That's what the notes are saying. Received</p> <p>22 notice of sale for 1/25/19.</p> <p>23 Q. And after that is when the payments started</p> <p>24 coming in from my client; correct?</p> <p>25 A. Yes.</p>
<p style="text-align: right;">Page 195</p> <p>1 able to do that, so --</p> <p>2 Q. But -- okay. Go ahead. I didn't mean to cut</p> <p>3 you off.</p> <p>4 A. Bernice wouldn't have known how to record</p> <p>5 that call, no.</p> <p>6 Q. But the technology to do it was available?</p> <p>7 A. I believe so.</p> <p>8 Q. I want to backtrack to the notes listed the</p> <p>9 November 12th, 2000 -- no. They listed the</p> <p>10 December 10th, 2022 update email.</p> <p>11 A. Which email are you looking at?</p> <p>12 Q. Exhibit 12. The notes showed that exhibit.</p> <p>13 I'm going to try and find it to make this easier.</p> <p>14 A. Okay.</p> <p>15 Q. Okay. On our current exhibit, Exhibit 17, if</p> <p>16 you go to Bates No. 169 and you look at line 919, it</p> <p>17 shows you received update from the constables</p> <p>18 December 10th, 2020; correct?</p> <p>19 A. Yes.</p> <p>20 Q. And that is Exhibit 12?</p> <p>21 A. That corresponds, yes.</p> <p>22 Q. Okay. Exhibit 11 --</p> <p>23 A. Let me make sure that says payment made here.</p> <p>(Peruses documents.)</p> <p>Okay.</p>	<p style="text-align: right;">Page 197</p> <p>1 Q. And my client didn't make any payments until</p> <p>2 that notice of sale was received by her?</p> <p>3 MR. PRICE: Objection; assumes facts not in</p> <p>4 evidence.</p> <p>5 Q. (BY MR. STEPHENSON) Until -- my client didn't</p> <p>6 receive -- or my client didn't make any payments until</p> <p>7 your constable -- until the constable sent my client a</p> <p>8 notice of sale?</p> <p>9 MR. PRICE: Objection; assumes facts not in</p> <p>10 evidence.</p> <p>11 Q. (BY MR. STEPHENSON) Okay. Did my client make</p> <p>12 any payments before January 10th, 2019?</p> <p>13 A. No.</p> <p>14 Q. Okay. But she made lots of payments after</p> <p>15 that date; correct?</p> <p>16 A. Yes.</p> <p>17 Q. Okay. And did you provide us a copy of that</p> <p>18 notice of sale in discovery?</p> <p>19 A. I believe so, yes.</p> <p>20 MR. PRICE: Asked and answered.</p> <p>21 Q. (BY MR. STEPHENSON) So let's go to Exhibit 8</p> <p>22 and tell me again if you want to stick with that</p> <p>23 answer. Well, let me rephrase that because that</p> <p>24 sounded rude and I don't mean to be rude. I think --</p> <p>25 let me start over.</p>

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		Page 198	Page 200
1	A.	Okay.	1 sale?
2	Q.	There are two notices of sale. Exhibit 8 is	2 A. I believe so, but I don't know without
3		a notice of sale dated for 2023; correct?	3 looking at our discovery.
4	A.	I don't see a date.	4 Q. Okay. And just for clarity, that sale didn't
5	Q.	Well, turn it to the second page. That's	5 occur, but none of the sales ever occurred?
6		when the sale was marked.	6 A. I don't know.
7	A.	We're looking at Exhibit 8?	7 Q. You don't know. Okay.
8	Q.	Yes. And the notice of sale is -- the date	8 So your testimony is that you did not
9		of the sale is supposedly going to take place on	9 compensate the constables for their work with regard to
10		March 2nd, 2023; correct?	10 my client?
11	A.	Yes.	11 A. I did not.
12	Q.	So let's go back to Exhibit 17 and the note	12 Q. But they were compensated. You agree to
13		here, "has received notice of sale for the year of	13 that?
14		2019."	14 A. I do agree to that.
15	A.	Okay.	15 Q. So because your firm doesn't consider that it
16	Q.	That means there was a second notice of sale	16 compensated them, you didn't send any 1099s or W-9s to
17		provided to my client; correct?	17 the constables?
18	A.	And I think we provided that in our --	18 A. That's correct.
19	Q.	Okay.	19 Q. And did the constables send your firm a W-9
20	A.	-- disclosures.	20 or a 1099 or any other tax forms?
21	Q.	But you're confirming that there were two	21 A. I don't think so.
22		notices of sale then?	22 Q. When you hire process servers -- excuse me.
23	A.	Without looking at the notices of sale,	23 When you use process servers, do you send them a 1099
24		according to the notes in CUBS, it shows we received	24 or tax forms?
25		that, but I'm not -- I'm not -- I want to make clear	25 A. I don't know.
		Page 199	Page 201
1		that I'm not saying that Exhibit 8 is that notice.	1 Q. And do they send you tax forms?
2	Q.	Right. That's exactly the point I'm trying	2 A. I don't know.
3		to find out. Okay.	3 Q. Are you aware of the IRS reporting
4		Is the notice of sale from 2023 listed in	4 requirements for how much -- for what the threshold is
5		these collection notes?	5 for reporting to the IRS payments you make to vendors?
6	A.	No.	6 A. I'm not.
7	Q.	Do you know why it's not listed in these	7 Q. Do you have an accountant that does that?
8		collection notes and the other one is?	8 A. I do.
9	A.	I wouldn't have received this one from the	9 Q. Who's your accountant?
10		constable.	10 A. Brad Allan.
11	Q.	And why not?	11 Q. Is he related to you?
12	A.	I don't know.	12 A. No.
13	Q.	Do you know why you received the other one?	13 Q. I know that name and I don't know why. Is he
14	A.	I don't.	14 anybody that I should know?
15	Q.	Maybe in 2019 the constables were sending	15 A. He lives in Heber.
16		those invoices to your firm, but they stopped doing	16 Q. Okay.
17		that at some point?	17 A. And Allan I think is A-l-l-a-n.
18		MR. PRICE: Objection; speculation, lacks	18 Q. The constables, do they ever send you a bill
19		foundation.	19 for the work they were doing on your behalf?
20		THE WITNESS: I can't speak to that.	20 A. I answered that if it was not served.
21	Q.	(BY MR. STEPHENSON) Okay. I'm speculating	21 Q. Oh, okay. Right. But if it was served, no
22		because I don't know, but you don't know either?	22 bill?
23	A.	I don't know either, no.	23 A. Yes.
24	Q.	Okay. And it's your testimony that you think	24 Q. And you never asked the constables for an
25		you provided this in discovery, the 2019 notice of	25 accounting of this debt or any other debt?

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1	A. No.	1 A. I don't.
2	Q. Let's do the next one.	2 Q. Let's just wrap it up then. Let me ask a few
3	(Exhibit 18 marked.)	3 final questions.
4	Q. (BY MR. STEPHENSON) Do you recognize	4 Are there any other documents that you're
5	Exhibit 18?	5 aware of that are relevant to the case? Or not
6	A. I don't.	6 relevant. Are there any documents, because I'm not
7	Q. Well, I'll tell you this was given to us in	7 asking you to make a legal conclusion. Are there any
8	discovery by the constables. You don't know how this	8 documents that you're aware of that you haven't
9	was created, why it was created?	9 produced in this case?
10	A. I've never seen this document.	10 A. I believe we've produced everything you asked
11	Q. Even in preparing for this, you didn't look	11 for.
12	at it?	12 Q. Okay. There are no documents that did exist
13	A. No.	13 at one point, but they've been destroyed since?
14	Q. This is the first time?	14 A. Not to my knowledge, no.
15	A. This is the first time.	15 Q. Have any of the documents you provided been
16	Q. Wonderful. Okay.	16 altered or manipulated in any way that changes what
17	A. Do you recall seeing this document? Was this	17 they said when they were originally created?
18	provided to us, Ron?	18 A. No.
19	MR. PRICE: I've never seen it before.	19 Q. So the phone calls were never recorded, not
20	THE WITNESS: Okay. Just want to make sure I	20 recorded and deleted? They were never recorded in the
21	didn't miss it. I've never seen this document. This	21 first place?
22	is not familiar.	22 A. Never recorded.
23	MR. PRICE: Not that I'm aware of. I've never	23 Q. Are you sure that none of the calls with my
24	seen this before.	24 client were recorded?
25	MR. STEPHENSON: You haven't seen this either?	25 A. I don't believe so. Based on the years, no.
	Page 203	Page 205
1	MR. PRICE: I don't believe so.	1 No.
2	MR. STEPHENSON: Interesting. Can we stop for	2 Q. It's been long enough since we were talking
3	just a second, take a minute then.	3 about John Sindt before. I don't remember if you told
4	THE WITNESS: Yes.	4 me or not. Do you know anything about his ownership of
5	MR. STEPHENSON: I need to think through this.	5 Wasatch -- Utah County Constables?
6	MR. PRICE: Should we go off the record here?	6 A. I don't.
7	MR. STEPHENSON: Yeah, we can stop.	7 Q. Do you know where he worked before that?
8	(Discussion held off the record.)	8 A. No idea.
9	Q. (BY MR. STEPHENSON) Okay. You've never seen	9 Q. Do you know his ownership of Utah County
10	this document before?	10 Constables now?
11	A. I've never seen this document before.	11 A. I have no idea.
12	Q. So that means that the constables didn't	12 Q. Okay. I am done. I have no further
13	provide you this document while they were working on	13 questions.
14	collecting the debt from my client?	14 Do you have any followup?
15	A. No.	15 MR. PRICE: Just real quick.
16	Q. And they didn't provide you anything even --	16 EXAMINATION
17	they didn't provide you anything similar to this that	17 BY MR. PRICE:
18	showed -- well, did they provide you anything similar	18 Q. With respect to Exhibit 17.
19	to this?	19 A. Okay.
20	A. No.	20 Q. Mr. Stephenson had you go through and
21	Q. Did they provide you anything that showed the	21 identify phone calls and communications with his client
22	phone calls they were engaging in to collect the debt?	22 and also with the constables.
23	A. No.	23 A. Okay.
24	Q. So I can't really ask you much about this	24 Q. And you recall you went through and you
25	document. You don't know anything.	25 attempted to identify all the phone calls and all those

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1 communications, correct -- 2 A. Yes. 3 Q. -- you remember that? 4 If there is a communication either with the 5 debtor or the constable that appears in Exhibit 17 that 6 you didn't identify, would it be fair to say that was 7 simply an oversight? 8 A. It would have been an oversight, yes. 9 MR. PRICE: Yeah. I have nothing further. 10 MR. STEPHENSON: Okay. Yeah, let's be done then. 11 MR. PRICE: We can go off the record. 12 MR. STEPHENSON: Yeah. 13 (The proceedings ended at 3:02 p.m.) 14 - - - 15 16 17 18 19 20 21 22 23 24 25	Page 206
1 STATE OF UTAH)) ss. 2 COUNTY OF SALT LAKE) 3 REPORTER'S CERTIFICATE 4 I, Amanda Richards, certified shorthand reporter 5 for the State of Utah, certify: 6 That the deposition of the witness herein was 7 taken before me at the time and place herein set forth, 8 at which time the witness was by me duly sworn to 9 testify the truth; that the testimony of the witness 10 and all objections made and all proceedings had of 11 record at the time of the examination were 12 stenographically reported and transcribed by me. 13 That the foregoing transcript, as transcribed by 14 me, is a full, true and correct record of my 15 stenographic notes so taken; that review of the 16 transcript by the witness was not requested pursuant to 17 Rule 30(e) of the Utah Rules of Civil Procedure. 18 I further certify that I am neither counsel for 19 nor related to any party to said action, nor in anywise 20 interested in the outcome thereof. 21 IN WITNESS WHEREOF, I have subscribed my name 22 below this 7th day of February 2025. 23 24 <u>Amanda Richards</u> 25 Amanda Richards, CSR	Page 207

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